

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA**  
**Civil Division**

<p><b>DISTRICT OF COLUMBIA,</b></p> <p style="text-align:center">Plaintiff,</p> <p style="text-align:center">v.</p> <p><b>UNLIMITED TECHNOLOGIES AND SOLUTIONS CORPORATION, <i>et al.</i>,</b></p> <p style="text-align:center">Defendants.</p>	<p>Case No.: 2016 CA002205</p>
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**CONSENT JUDGMENT AND ORDER**

This matter comes before the Court on the joint motion of the District of Columbia (“District”), Defendants Unlimited Technologies and Solutions Corporations (“UTS”) and Mardoqueo M. Sanchez (“Sanchez”) (collectively, “Defendants,” and with the District, the “Parties”), by and through undersigned counsel, pursuant to SCR-Civil R. 68-I, for entry of this Consent Judgment and Order (“Judgment”). The Parties agree to the relief set forth in this Judgment, and the Court further finds that the entry of the Judgment is in the public interest.

This Judgment fully resolves the District’s claims brought against Defendant UTS and Defendant Sanchez in its March 24, 2016 Complaint. Only the District may seek enforcement of this Judgment against Defendants.

**I. THE PARTIES**

1. Plaintiff District of Columbia is a municipal corporation empowered to sue and be sued and is the local government for the territory constituting the seat of the government of the United States. Pursuant to D.C. Code § 28-3909, the Attorney General is authorized to bring legal actions seeking injunctive relief, consumer restitution, civil penalties, costs, and attorneys’

fees for violations of the District of Columbia Consumer Protection Procedures Act ("CPPA"), D.C. Code § 28-3901, *et seq.*

2. Defendant UTS is a Maryland corporation that has been registered to conduct business in the District of Columbia since 2001, at an office located at 1801 Columbia Road, NW, Suite 103, Washington, DC 20009.

3. Defendant Sanchez is the sole owner and officer of UTS. At all times pertinent hereto, Sanchez exercised the authority to control, operate, and direct the policies and trade practices of UTS.

## **II. DEFINITIONS**

4. "Immigration matter" means any legal proceeding, filing, or action that affects the immigration status of a noncitizen of the United States and arises under any federal immigration law, presidential order, federal executive agency action, or proclamation by a foreign country. An "immigration matter" includes the selection of forms related to immigration status and filling out or assisting others in the filling out of immigration forms.

5. "Immigration services" shall include any service related to an immigration matter, including the selection of forms, advising persons how to prepare the forms and assistance in the filing of forms in any immigration matter. Immigration services do not include translation services, including the translation of immigration forms.

6. "Legal advice" or "legal service" means the legal representation of a person, which includes (1) selecting legal forms for a person regarding his or her immigration status, (2) filing immigration forms on behalf of a person, (3) advising a person to file immigration forms, (4) advising a person about specific context or specific answers in regard to filling out immigration forms, and/or (5) applying for a benefit on behalf of a person. "Legal advice" or

“legal service” does not include the following: (1) reading an immigration form to consumers; (2) translating, either verbally or in writing, information from the consumer's native language to English or English to the consumer's native language; and (3) writing down information that the consumer provides to complete the immigration form.

7. “Consumer” shall include the definition contained in D.C. Code § 28-3901(a)(2) and for purposes of this Judgment shall refer to any resident of Washington, D.C. or individual who purchase any immigration services within the geographic boundaries of Washington, D.C.

8. “Market” or “marketing” shall mean to advertise, publish, promote, or educate, including through traditional newsprint, posters, flyers, direct mail, email, videos, websites, public relations, and social media.

### **III. PROCEEDINGS**

9. The District commenced this action with the filing of its Complaint on March 24, 2016.

10. In its action, the District alleges that UTS and Sanchez violated the CPPA by representing to consumers, expressly and implicitly, that they were lawyers or that they could lawfully assist consumers on immigration matters when, in fact, they were not licensed attorneys and could not legally perform either legal services or immigration services.

11. UTS and Sanchez deny that they have violated any laws, including the CPPA.

12. The Parties agree to the relief set forth in this Judgment in order to fully resolve the claims made by the District in its March 24, 2016 Complaint.

### **IV. APPLICATION**

13. The provisions of this Judgment shall apply to Defendant UTS and its officers, employees, agents, successors, assignees, affiliates, merged or acquired entities, parent or

controlling entities, wholly-owned subsidiaries, and all other persons acting in concert with UTS now and in the future.

14. The provisions of this Judgment shall apply to Defendant Sanchez and his agents, employees and assigns, and any partnership, corporation or entity in which he either currently, or in the future, has an ownership interest, has authority to control, or has the authority to establish policy.

15. The provisions of this Judgment shall apply to Defendants' business of offering and selling services to consumers the purpose of which is to assist with immigration and other legal matters, including legal services, legal advice, and immigration services as defined herein.

#### **V. INJUNCTIVE TERMS**

16. For purposes of resolving disputes concerning the above allegations, Defendants Sanchez and UTS agree to do as is set forth below.

17. Defendants shall not engage in any unlawful practice prohibited by the Consumer Protection Procedures Act, D.C. Code §§ 28-3901, *et seq.*

18. Defendants shall not make any misrepresentation regarding a material fact that has a tendency to mislead.

19. Defendants shall not fail to state a material fact the omission of which tends to mislead consumers.

20. Defendants shall not represent that they have a license, professional status, sponsorship, approval, status, affiliation, certification or connection that they do not have.

21. Defendants shall not make any oral or written statements or omissions of fact that have the capacity or tendency to, or effect of deceiving or misleading consumers concerning Defendants' ability to practice law.

22. Defendants shall not make any oral or written statements or omissions of fact that have the capacity or tendency to, or effect of deceiving or misleading consumers concerning Defendants' ability to perform immigration services.

23. Defendants shall not offer or sell immigration services to consumers including, but not limited to, selecting immigration forms or applications for consumers to prepare or providing advice to consumers regarding how to fill out forms or applications in connection with any immigration matter.

24. Defendants shall not offer or sell legal services to consumers unless they comply with all licensing and other laws, rules, and requirements regarding the practice of law in the District.

25. Defendants shall not use any terms in any marketing or communications with consumers that suggest the Defendants or their employees are attorneys including, but not limited to the terms "Lic.," "licenciado," "esquire," "attorney," or "abogado."

26. Notwithstanding the foregoing provisions, Defendant Sanchez may provide immigration services only if (1) the offered services are provided under the supervision and direction of an attorney, (2) the services are provided pursuant to an attorney-client relationship between the consumer and the attorney, (3) the attorney providing the services is made aware of this Judgment, (4) Defendants maintain proof, for at least five (5) years, in their business files that Defendant Sanchez is either an employee or contractor of the attorney and/or law firm performing the services and (5) Defendants display the name of the attorney and/or law firm they are working with on all marketing materials offering or related to immigration services that are to be performed under the supervision or direction of the attorney and/or law firm.

27. Defendant Sanchez shall not advertise or otherwise hold himself out as a Notary Public, or "Notario Publico," in the District of Columbia unless (1) he holds a valid Notary Public certification in the District of Columbia and (2) he clearly and conspicuously includes a statement on any and all marketing materials Defendants use to offer notary or notario services that Defendants are not attorneys and cannot provide legal services. For purposes of this paragraph, "clearly and conspicuously" shall mean when referring to a written statement, a disclosure in a type, size and location sufficiently noticeable for a consumer to read and comprehend it, and in a print that contrasts with the background against which it appears. A statement may not contradict or be inconsistent with any other information with which it is presented. If a statement modifies, explains, or clarifies other information with which it is presented, it must be presented in proximity to the information it modifies, in a manner that is likely to be noticed, readable, and understandable, and it must not be obscured in any manner or contained or be accessible in a hyperlink, such as in accompanying "Terms and Conditions." An oral disclosure shall be delivered in a volume and cadence sufficient for a consumer to hear and comprehend it and shall not be inconsistent with any previously made statements.

## **VI. MONETARY TERMS**

### **A. RESTITUTION**

28. Defendants shall pay restitution equal to the total amount that Defendants have collected from consumers for immigration services, less any amounts already refunded to the consumers (the "Restitution Amount"). Defendants shall make payments totaling at least One Hundred Thousand Dollars (\$100,000.00) toward the Restitution Amount, which payments shall be deposited into an account under the District's control for the purpose of paying restitution to consumers (the "Restitution Account"). The restitution payments required by this paragraph shall

be paid by the Defendants in accordance with the payment terms set forth in Subsection C below. If the District determines from Claims Forms it receives that the amounts deposited into the Restitution Account will require additional funds to satisfy the Restitution Amount due under this Judgment, the District shall notify the Defendants of the need for and amount of the additional restitution payment and the Defendants shall pay the additional restitution payment in accordance Subsection VI. C below.

29. The Parties agree that the District shall use funds contained in the Restitution Amount to make the following payments to the following consumers at the District's discretion, upon completing the consumer claims procedure:

- a. Three Thousand Seven Hundred Ninety One Dollars (\$3,791.00) to Salvador Hernandez Perez;
- b. Two Hundred Ten Dollars (\$210.00) to Maria Dominguez Henriquez;
- c. Ten Thousand Five Hundred Forty Two Dollars (\$10,542.00) to Jose Lazaro Dominguez-Lopez; and
- d. One Hundred Twenty Dollars (\$120.00) to Leonicio Alvarado.

30. The District shall conduct a claims procedure to determine the Restitution Amount for all consumers covered by this Judgment consistent with the terms that are set forth herein.

31. Within thirty (30) days of the date of this Court entering this Judgment, Defendants shall provide the District a list of all consumers from whom it has collected any amounts for immigration services (the "Consumer List"). The compilation and preparation of the Consumer List provided will be done with Defendants' best efforts and with the understanding that the individual consumer restitution payments reflected in the Consumer List

are best estimates. For each such consumer whose name is contained on the Consumer List, Defendants shall provide the following information in the form of a spreadsheet, with each item below contained in a separate field:

- a. the consumer's first name;
- b. the consumer's last name;
- c. the consumer's last known street address;
- d. the consumer's last known city, state and zip code;
- e. the consumer's Social Security number or other federal or state identification number;
- f. the consumer's last known telephone number;
- g. the consumer's last known email address;
- h. the date on which the consumer was sold the immigration services;
- i. the amount the consumer paid for his or her immigration services; and
- j. the amount, if any, refunded to the consumer for his or her immigration services.

The Defendants shall provide the Consumer List required under this paragraph electronically in an Excel format or another format to which the District agrees. For a period of five (5) years, Defendants shall maintain all of their records that document the information contained in the Consumer List, as well as all records concerning the offer and sale of immigration services to consumers recorded in the Consumer List, and shall provide the District reasonable access to such records upon request. All information contained in the Consumer List is considered confidential and will be exempt from public disclosure, federal and state freedom of information or other public disclosure laws, and the District cannot share it with any state or federal



authorities, even if shared with other District entities for payment purposes. Nothing contained in this judgment shall require the District to publicly disclose the information contained in the Consumer List or to disclosure the information contained in the Consumer List to any local, state, or federal law authority.

32. Following its receipt of the Consumer List, the District shall send the Claims Form attached as Exhibit A to the consumers listed in the Consumer List. Consumers who return claims forms indicating they believed either Defendant Sanchez was an attorney or that Defendants were performing immigration services on their behalf shall be entitled to receive payments from the Restitution Amount equal to the total amount that Defendants collected from the consumers for immigration services.

33. If the District determines that either (i) an individual who is listed on the Consumer List is entitled to a different payment from the Restitution Amount than that which is estimated by the Defendants; or (ii) an individual, not included on the Consumer List, claims they are entitled to receive payments from the Restitution Account, the District of Columbia shall provide Defendants notice of either the new amount that District contends a consumer should receive from the Restitution Account or a description of the new restitution claim. Upon receipt of this notice from the District, Defendants shall have ten (10) business days to challenge and/or object to either the new restitution payment amount or new claim for restitution proposed by the District. If the Defendants make such an objection or challenge, the District shall follow the following procedure:

- a. For disputes regarding the amount of a consumer's payment from the Restitution Account, the District shall review the evidence on which it based its claim that an individual is entitled to a different restitution payment amount

than that which was estimated by the Defendants, as well as any evidence supplied by the Defendants, and make a good faith determination about the amount of the individual consumer's restitution payment.

- b. For disputes regarding claims not previously identified in the Consumer List, the District will require the previously unidentified claimant to produce proof they made payments for and received immigration services and/or immigrations matters, beyond the translation of forms, from Mr. Sanchez or UTS. If said individual does not produce proof that they are entitled to receive a payment from the Restitution Account within thirty (30) days from the District's receipt of any objection and/or challenge from Defendants, the individual shall not receive any payment(s) from the Restitution Account. The good faith determination as to whether adequate proof has been produced by said individual is left to the District.
- c. The District shall provide the Defendant notice of any decision it makes pursuant to subparagraphs (a) and (b) and the Restitution Amount owed under paragraph 28 shall be adjusted in accordance with any such decision.

34. If funds in the Restitution Account are insufficient to provide full restitution to each consumer entitled to restitution under this Judgment, available restitution funds shall be distributed to consumers on a *pro rata* basis.

35. At the conclusion of the claims process conducted by the Attorney General pursuant to this Judgment, any part of the Restitution Amount that has not been distributed to consumers shall be treated as a *cy pres* payment and distributed to Ayuda, 6925B Willow Street NW, Washington, DC 20012, to perform services assisting the immigrant community in the

District of Columbia. If, for any reason, Ayuda is unable to receive any *cy pres* payment pursuant to this paragraph, upon the motion of the District of Columbia and with the approval of the Court, the District may distribute the remaining funds *cy pres* to another non-profit the mission of which is to provide services for immigrants residing in the District of Columbia, which may use the funds for the purposes stated in this paragraph. Following the receipt of any *cy pres* distribution under this paragraph, Ayuda or any other non-profit shall, on an annual basis until all of the funds have been exhausted, provide the Office of Attorney General a report concerning its use of the funds.

#### **B. PENALTIES**

36. Defendants shall pay to the District the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) for penalties. The penalties required by this paragraph shall be paid by the Defendants in accordance with the payment terms set forth in Section VI. C of this Judgment.

#### **C. PAYMENT TERMS**

37. Defendants are jointly and severally liable for the payments of the Restitution Amount and penalties that are due hereunder.

38. Defendants shall pay the Restitution Amount owed under paragraph 28 as follows:

- a. Payments shall be paid to the District of Columbia Treasurer and be held by the Chief Financial Officer for the District of Columbia and shall be distributed through the procedure described in section VI.A.
- b. On June 1, 2017, Defendants shall make an initial installment payment to the District in the amount of Twenty Five Thousand Dollars (\$25,000.00).

- c. Commencing on September 1, 2017, and quarterly thereafter, Defendants shall make installment payments to the District in the amount of Nine Thousand Three Hundred Seventy Five Dollars (\$9,375.00), and in the case of the final installment payment, any lesser amount that remains due and owing.
39. Defendants shall pay the penalties required under paragraph 36 as follows:
- a. Payments shall be paid to District of Columbia Office of the Attorney General.
  - b. Commencing on October 31, 2019, and quarterly thereafter, Defendant shall pay the District Five Thousand Dollars (\$5,000.00).
  - c. If, on the date Defendants make their fifteenth quarterly payment penalties, Defendants have fully complied with the terms of this Judgment, including having timely made all prior installment payments for restitution and penalties, the District agrees to waive the remaining Seventy-Five Thousand Dollars (\$75,000.00) of the penalties owed under paragraph 36 of this Judgment.
  - d. If Defendants fail to make any payments within ten (10) days of the date any such payment is due under the terms of this Judgment, including because either Defendant makes an assignment for the benefit of their creditors, files or has filed against them any proceedings under any reorganization, bankruptcy act or similar law, is adjudicated bankrupt, or becomes insolvent, then each remaining installment payment, or any portion thereof, shall become immediately due and payable, which amounts include the full One Hundred Fifty Thousand Dollars (\$150,000.00) in penalties due under paragraph 36.

e. Upon the occurrence of any default in payment required under the payment terms of this Judgment, Defendants hereby irrevocably authorize and empower any attorney-at-law or Clerk of the District of Columbia Superior Court, to appear at any time for the Defendants in any action brought against them to enforce this Judgment at the suit of the District of Columbia, Office of the Attorney General, with or without declaration filed, as of any term, to waive the issuing of service of process, and therein to confess or enter judgment against the Defendants for the entire remaining unpaid sum of the amount due under the payment terms of this Judgment, which amounts include the full amount of the penalties due under paragraph 36, together with all costs and expenses of enforcing this Judgment, including reasonable attorney's fees. This authority to confess judgment shall not be exhausted by any exercise thereof but shall continue from time to time and at all times until payment in full of all the amounts due hereunder have been made.

## **VII. ADDITIONAL TERMS**

40. Defendants understand that this Judgment is enforceable by the District.

41. The District shall provide a ten (10) day notice letter by email or first class mail to Defendants upon a good faith belief that Defendants have violated the injunctive terms of this Judgment. Defendants shall have ten (10) business days from receipt of the notice letter to explain and correct any alleged violation before the District shall take any legal action to enforce the terms of this Judgment.

42. No delay or failure by a party in exercising any right, power or privilege under this Judgment shall affect such right, power or privilege; nor shall any single or partial exercise

thereof or any abandonment or discontinuance of steps to enforce such right, power or privilege preclude any further exercise thereof, of any other right, power or privilege.

43. All notices under this Judgment shall be provided to the following address via first class and electronic mail, unless a different address is specified in writing by the party changing such address:

For the District:

Richard V. Rodriguez  
Assistant Attorney General  
441 4th Street, N.W., Suite 600 South  
Washington, D.C. 20001  
(202) 727-6337  
Richard.Rodriguez@dc.gov

For the Defendants:

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1629 K Street, NW, Suite 260  
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franke@ewdc.com  
*Counsel for UTS and Mardoqueo Sanchez*

44. This Court retains jurisdiction to enforce or modify the terms of this Judgment as necessary.

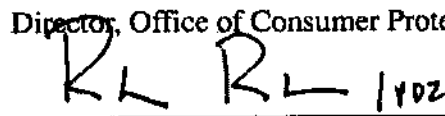
**CONSENTED TO FOR THE DISTRICT OF COLUMBIA:**

KARLA A. RACINE  
Attorney General for the District of Columbia

NATALIE LUDAWAY  
Chief Deputy



PHILIP ZIPERMAN  
Director, Office of Consumer Protection



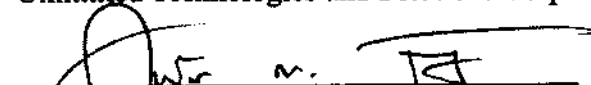
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Richard.Rodriguez@dc.gov

Dated: 4-3-17

**CONSENTED TO FOR DEFENDANTS**



Mardoqueo Sanchez, Individually, and as Authorized Agent for  
Unlimited Technologies and Solutions Corporation

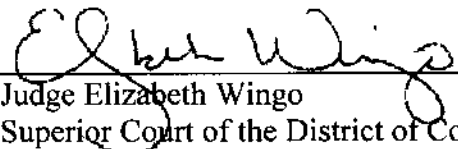


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franke@ewdc.com

Dated: 3-31-2017

SO ORDERED AND ADJUDGED.

Dated: April 11, 2017

  
\_\_\_\_\_  
Judge Elizabeth Wingo  
Superior Court of the District of Columbia