

1 MARK BRNOVICH
Attorney General
2 Firm Bar No. 14000

3 CHERIE L. HOWE
Assistant Attorney General
4 State Bar No. 013878
Pima County Computer No. 66724
5 Office of the Attorney General
400 W Congress St., South Bldg., Ste. 315
6 Tucson, Arizona 85701-1367
Telephone: (520) 628-6503
7 Facsimile: (520) 628-6532
consumer@azag.gov
8 Attorneys for Plaintiff

9 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

10 **IN AND FOR THE COUNTY OF PIMA**

11 STATE OF ARIZONA, *ex rel.* MARK
12 BRNOVICH, Attorney General,

13 Plaintiff,

14 vs.

15 OFELIA OLIVAS LIZARRAGA and JOHN
DOE LIZARRAGA, wife and husband, and
16 MULTISERVICIOS OLIVAS, LLC, an
Arizona limited liability company,

17 Defendants.
18

No. _____

**COMPLAINT FOR INJUNCTIVE AND
OTHER RELIEF**

(Unclassified Civil)

19 Plaintiff, State of Arizona, *ex rel.* Mark Brnovich, Attorney General, alleges as follows:

20 1. The State of Arizona brings this action under the Arizona Consumer Fraud Act,
21 Arizona Revised Statutes ("A.R.S.") §§ 44-1521 - 44-1534, to obtain injunctive relief, civil
22 penalties, restitution, investigative and litigation costs and fees, disgorgement of ill-gotten
23 gains, and other relief to, among other things, prevent the Defendants' continued engagement
24 in the unlawful acts and practices alleged herein.

25 **JURISDICTION AND VENUE**

26 2. Venue is proper in Pima County, Arizona.
27 3. The Superior Court has jurisdiction to enter appropriate orders both prior to and
28 following a determination of liability pursuant to the Arizona Consumer Fraud Act.

1 **PARTIES**

2 4. Plaintiff is the State of Arizona, *ex rel.* Mark Brnovich, who is authorized to
3 bring this action by the Arizona Consumer Fraud Act, A.R.S. § 44-1528.

4 5. Defendant Ofelia Olivas Lizarraga advertised and conducted business in Pima
5 County, Arizona at all times relevant to this Complaint.

6 6. Defendant Multiservicios Olivas, LLC, is an Arizona limited liability company
7 of which Defendant Lizarraga is the manager and sole member.

8 7. John Doe Lizarraga is named in the event that Ofelia Olivas Lizarraga is married
9 and community property exists against which the State can obtain monetary relief in this
10 matter. When the State learns the true identity of John Doe Lizarraga it will move to amend
11 its Complaint accordingly.

12 8. Whenever reference is made in this Complaint to any act or practice of
13 Multiservicios Olivas, LLC, such allegation shall be deemed to include the acts or practices of
14 the company and to the actions of the company's principals, owners, employees, independent
15 contractors, agents, and representatives, acting within the scope of their employment or
16 authority.

17 **GENERAL ALLEGATIONS**

18 9. Defendant Ofelia Olivas Lizarraga ("Lizarraga") was commissioned by the
19 Arizona Secretary of State as a notary public on May 13, 2013 for her company,
20 Multiservicios Olivas, LLC ("Multiservicios").

21 10. Lizarraga's notary public commission remained active until it was revoked by
22 the Arizona Secretary of State on December 11, 2014.

23 11. During the period of time that Lizarraga was commissioned as a notary public
24 she represented to consumers in Pima County, Arizona, that she was a "notario publico".

25 12. In Mexico and other Latin American countries the term "notario publico"
26 denotes a person who is a legal professional.

27 13. Given the possible confusion by non-English speaking consumers between the
28 English term "notary public" and the Spanish term "notario publico", the Arizona legislature

1 passed legislation – now codified at A.R.S. § 41-329 - that requires a notary public who
2 advertises in a language other than English to conspicuously state, in both English and the
3 language used in the advertisement, the following: “I am not an attorney and cannot give legal
4 advice about immigration or any other legal matter.”

5 14. Lizarraga represented that she was a “notario publico” on business cards that she
6 distributed in Pima County, Arizona under the name Multiservicios Olivas, LLC.

7 15. Lizarraga’s Multiservicios business cards were written in the Spanish language.

8 16. Lizarraga’s Multiservicios business cards listed - directly beneath the words
9 “Notario Publico” - several areas for which Lizarraga offered her “notario publico” services,
10 namely:

11 Divorcio

12 Manutencion

13 Separacion Legal

14 Inmigracion

15 Traducciones

16 Taxes

17 Contabilidad

18 17. The areas for which Lizarraga offered her “notario publico” services on her
19 Multiservicios business cards were, in English: divorce, child support, spousal maintenance,
20 legal separation, immigration, translation, taxes, and accounting.

21 18. Lizarraga’s Multiservicios business cards did not include any notice or
22 disclosure – in any language - that Lizarraga is not a licensed attorney and cannot give legal
23 advice.

24 19. At the time Lizarraga advertised her “notario publico” services, neither she nor
25 Multiserivcios were attorneys or were otherwise authorized to provide legal advice about
26 immigration or any other legal matter.

27 20. At the time Lizarraga advertised her “notario publico” services, neither she nor
28 Multiservicios were certified legal document preparers.

1 21. At the time Lizarraga advertised her "notario publico" services, neither she nor
2 Multiservicios were authorized to represent, prepare applications or forms for, or give legal
3 advice to, persons in immigration or naturalization matters.

4 22. On information and belief, Lizarraga received payments from Arizona
5 consumers to prepare legal documents for them while she represented herself as a "notario
6 publico."

7 23. On information and belief, Lizarraga received payments from Arizona
8 consumers to give them legal advice.

9 24. On or near June, 2014, "JN", an Arizona consumer, contacted Lizarraga to help
10 "JN" obtain lawful permanent resident status in the United States.

11 25. Lizarraga represented to "JN" that Lizarraga would prepare and file the
12 documents necessary for "JN" to obtain lawful permanent resident status in the United States.

13 26. Lizarraga represented to "JN" that she would obtain "JN's" desired results
14 regarding "JN's" immigration status within three to four months.

15 27. Lizarraga told "JN" which documents needed to be filed on "JN's" behalf in
16 order for "JN" to obtain legal permanent residence in the United States, in light of "JN's"
17 particular circumstances.

18 28. "JN" paid Lizarraga over \$1,000 (one thousand dollars) to prepare and file the
19 documents that Lizarraga told "JN" were necessary in order for "JN" to obtain lawful
20 permanent residency in the United States.

21 29. At Lizarraga's request, "JN" gave Lizarraga "JN's" birth certificate and
22 immunization records in connection with Lizarraga's representations to "JN" that she would
23 prepare and file documents necessary for "JN" to obtain lawful permanent resident status in
24 the United States.

25 30. Lizarraga failed to provide any of the services she represented to "JN" that she
26 would provide related to "JN" obtaining lawful permanent resident status in the United States.

27 31. Despite "JN's" repeated requests that she do so, Lizarraga failed to refund
28 "JN's" payments to "JN".

1 32. Despite "JN's" repeated requests that she do so, Lizarraga failed to return "JN's"
2 birth certificate and immunization records to "JN".

3 33. On information and belief, Lizarraga received payments from Arizona
4 consumers in addition to "JN" to whom she gave legal advice related to immigration or
5 naturalization matters.

6 **CLAIM FOR RELIEF**
7 **VIOLATIONS OF THE ARIZONA CONSUMER FRAUD ACT**
8 **§§ 44-1521 – 44-1534**

9 34. The State re-alleges all preceding paragraphs as though fully set forth herein.

10 35. Ofelia Olivas Lizarraga and Multiservicios Olivas, LLC, used deception,
11 deceptive or unfair acts or practices, fraud, false pretense, false promise, misrepresentation,
12 concealment or suppression or omission of material facts with intent that others rely upon such
13 concealment, suppression or omission, in connection with their advertisement of "notario
14 publico" services, in violation of the Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 - 44-
15 1534 ("CFA"), to wit:

- 16 a. By representing herself as a "notario publico" who could provide services
17 related to divorce, child support, spousal maintenance, legal separation,
18 and immigration, among other areas, without disclosing that she was not
19 an attorney nor otherwise authorized to provide legal advice, Lizarraga
20 engaged in deceptive practices under the CFA;
- 21 b. Lizarraga gave legal advice to a consumer related to an immigration or
22 nationality matter without being legally authorized to do so, in violation
23 of A.R.S. § 12-2702(C), a per se violation of the CFA, pursuant to A.R.S.
24 § 12-2704;
- 25 c. Lizarraga misrepresented the services that she was authorized to provide
26 in immigration or nationality matters, in violation of A.R.S. § 12-
27 2702(C), a per se violation of the CFA, pursuant to A.R.S. § 12-2704;
- 28 d. Lizarraga retained original documents belonging to a client in an

1 immigration or nationality matter without authorization from the client, in
2 violation of A.R.S. § 12-2702(D), a per se violation of the CFA, pursuant
3 to A.R.S. § 12-2704; and

4 e. Lizarraga requested and received payment from consumers for services
5 that she represented she would provide but did not provide, and
6 subsequently failed to refund the payments to the consumers.

7 36. In all matters alleged in the preceding paragraphs, Ofelia Olivas Lizarraga and
8 Multiservicos Olivas, LLC acted willfully, subjecting themselves to enforcement and penalties
9 as provided in A.R.S. § 44-1531(A).

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff respectfully requests that the Court:

12 1. Prohibit the Defendants from violating the Arizona Consumer Fraud Act, A.R.S.
13 §§ 44-1521 - 44-1534, pursuant to A.R.S. § 44-1528(A)(1);

14 2. Prohibit the Defendants from violating the Immigration and Nationality Law
15 Practice Act, A.R.S. §§ 12-2701 - 12-2704;

16 3. Order the Defendants to pay, jointly and severally, consumer restitution,
17 pursuant to A.R.S. § 44-1528(A)(2);

18 4. Order the Defendants to pay, jointly and severally, the State of Arizona a civil
19 penalty of up to ten thousand dollars (\$10,000) for each willful violation, pursuant to A.R.S.
20 § 44-1531;

21 5. Order the Defendants to pay, jointly and severally, the State of Arizona its
22 investigative and attorneys' costs and fees related to this lawsuit, pursuant to A.R.S. §§ 44-
23 1534;

24 6. Order the disgorgement of all profits, gain, gross receipts, or other benefit
25 obtained by the Defendants as a result of the illegal conduct alleged herein, pursuant to A.R.S.
26 § 44-1528(A)(3); and,

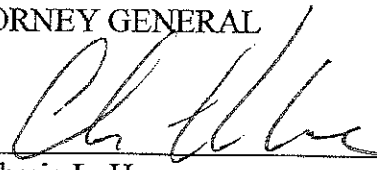
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1 7. Order other and further relief as the Court may deem just and proper.

2 DATED this 10th of August, 2015.

3 MARK BRNOVICH
4 ATTORNEY GENERAL

5 By: 
6 Cherie L. Howe
7 Assistant Attorney General
8 Attorneys for Plaintiff
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