

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

SUPERIOR COURT DEPARTMENT  
OF THE TRIAL COURT

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

GEORGE C. MAROUN, JR.; MARINALVA  
HARRIS; and MAROUN LAW GROUP,  
Defendants

FILED  
IN THE OFFICE OF THE  
CLERK OF COURTS  
FOR THE COUNTY OF MIDDLESEX

JAN 18 2019

CLERK

Civil Action No. \_\_\_\_\_

**COMPLAINT**

The Commonwealth of Massachusetts (the "Commonwealth"), by and through Attorney General Maura Healey, brings this action pursuant to G.L. c. 93A, § 4. Defendants, George C. Maroun, Jr., Marinalva Harris, and Maroun Law Group ("Defendants") target undocumented Brazilian immigrants in Eastern Massachusetts with false guarantees of successful petitions for legal status, for which they charge thousands of dollars in fees.

Defendants target their business at undocumented Brazilian immigrants, advertising that their firm "specializes" in the Brazilian community. When Brazilian clients are lured by these advertisements to contact the firm, Defendants steer them to Harris who is a notary public. Harris solicits clients, falsely tells clients that she is an attorney and has special expertise in immigration law, signs contracts on behalf of Defendants, and provides legal advice, causing clients to believe that she is their attorney. Harris and Maroun make false and wholly unrealistic guarantees to prospective clients that the firm will obtain green cards or other legal status for them. Defendants convince these consumers, who are desperate to obtain legal status, to pay exorbitant fees that often exhaust whatever limited funds are available to them. Clients pay

Defendants thousands of dollars in cash up front, and thousands more based upon the representation that Defendants can get them legal status. When clients express concern that they have not received the benefits they believe they have contracted for, Defendants threaten them with deportation to keep them paying, and prevent them from switching attorneys or reporting Defendants' misconduct to the relevant authorities. Defendants further exert control over their clients by preventing clients from documenting or disputing payments, demanding clients pay them directly in cash, and withholding receipts. Defendants also put their clients in jeopardy of deportation by knowingly submitting false information and documents containing forged client signatures to the United States Citizenship and Immigration Services ("USCIS"), the United States Department of Homeland Security ("DHS"), and immigration court. Defendants' conduct is plainly abusive, unfair and deceptive in violation of the Massachusetts Consumer Act, G. L. c. 93A.

It is accordingly in the public interest to enjoin Defendants from practicing immigration law in Massachusetts. Defendants employ a course of conduct designed to exploit the trust and desperate circumstances of their clients. Defendants' unlawful conduct takes place outside the public view and it causes victims serious and sometimes irreparable injury. The public has a strong interest in protecting consumers from such egregious practices and protecting the public trust in attorneys. The Commonwealth seeks restitution, civil penalties, and an order enjoining Defendants from practicing immigration law in the Commonwealth of Massachusetts.

#### **JURISDICTION AND VENUE**

1. This Court has jurisdiction over the subject matter of this action pursuant to G.L. c. 214, § 1 and G.L. c. 93A, § 4.

2. Venue is proper in Middlesex County pursuant to G.L. c. 223, § 5 and G.L. c.

93A, § 4.

### **PARTIES**

3. Plaintiff is the Commonwealth of Massachusetts, represented by Attorney General Maura Healey, who brings this action in the public interest.

4. Defendant George C. Maroun, Jr. is a natural person last known to reside at 30 Blueberry Hill Road, Amherst, NH 03031. Maroun is a partner at Maroun Law Group.

5. Defendant Marinalva Harris is a natural person last known to reside at 10 Windsor Street, Melrose, MA 02176. Harris is an employee and agent at Maroun Law Group.

6. Defendant Maroun Law Group is a law firm with its principal place of business listed as 91 Montvale Avenue, Suite 200, Stoneham, MA 02180.

### **FACTS**

7. Defendants have an immigration law practice that targets undocumented Brazilian immigrations for representation.

8. George C. Maroun, Jr. ("Maroun") has been a member of the Massachusetts Bar since 2008.

9. Maroun practices law at the Maroun Law Group ("Maroun Law") with office locations in Methuen and Stoneham, Massachusetts.

10. Prior to its dissolution in 2016, Maroun practiced law at the law firm Maroun & Cabelus, LLC ("Maroun & Cabelus").

11. Maroun & Cabelus had office locations in Methuen, Somerville, Woburn, and Worcester.

12. Maroun's partner at Maroun & Cabelus was Richard S. Cabelus ("Cabelus").

13. Cabelus has been a member of the Massachusetts Bar since 2009.

14. Marinalva Harris (“Harris”) is employed as a “legal assistant” by Maroun Law.
15. Harris also worked as a legal assistant for Maroun & Cabelus.
16. Harris is not admitted to practice law in Massachusetts and is not an attorney.
17. Harris is a notary public in Massachusetts.
18. Maroun principally practices immigration law.
19. From January 1, 2013 to September 7, 2017, Maroun represented a total of 1,102 individuals in immigration matters before USCIS and regularly appeared in immigration court.
20. Maroun filed a total of 1,811 applications or petitions with USCIS during this time.
21. The vast majority of these filings, 1,029 of them, were Applications for Employment Authorization.
22. Maroun improperly filed 114 applications and/or petitions, and they were rejected by USCIS.
23. Defendants knew or should have known that their conduct is unlawful.

#### **Harris’s Role in Defendants’ Law Practice**

24. Defendants steer Brazilian clients to Harris, who falsely holds herself out to be an attorney, by telling clients that she is an attorney, calling herself “Doctora Marinalva,” and making representations to clients to make them believe she is an attorney.
25. Harris is not and has never been a licensed attorney in Massachusetts or any other jurisdiction in the United States.
26. Harris is not and has never been an accredited representative with DHS or the Executive Office of Immigration Review. She has no special authority to submit petitions or applications to USCIS or represent clients in Immigration Court.

27. Defendants have at various times perpetuated the misunderstanding that Harris is an attorney with their advertisements.

28. Harris is the face of Maroun Law on the firm's website, in its advertisements, and for the firm's Brazilian clients.

29. Harris is Brazilian and Portuguese-speaking.

30. Most Brazilian clients find the law firm by way of word of mouth and first make contact with Harris. Harris recruits Brazilian clients for Maroun Law.

31. Harris convinces clients to form an attorney-client relationship with Defendants. Many clients believe they have entered into an attorney-client relationship with Harris; they believe she is their lawyer. She tells clients she is a lawyer, explains and signs fee agreements, and signs clients up for legal services.

32. Harris listens to client stories, explains legal avenues for relief to clients, and provides them with legal advice regarding their immigration status.

33. Harris serves as the primary point of contact for many of the firm's Brazilian clients regarding their cases and payments to the Defendants.

34. Harris accompanies clients to interviews with immigration authorities.

#### **Defendants' False and Unrealistic Guarantees to Their Clients**

35. Defendants intentionally take advantage of their clients' trust and lack of familiarity with the U.S. legal system from the very beginning of their client relationship. Defendants routinely misrepresent the likelihood of success in their cases, including guaranteeing results, in order to get their clients to sign contracts for representation and pay high fees up front.

36. When Defendants meet clients for the first time, they guarantee that they will be

able to secure green cards or other benefits for their clients, often within unrealistic timeframes.

37. Defendants enter into fee agreements with clients generally during their first visit.

38. The fee agreements used by Defendants are form contracts with the same terms charging large flat fees. Agreements allow Defendants to charge clients additional fees above the flat fee.

39. Many of Defendants' clients do not speak English. Defendants do not translate or interpret the provisions of the fee agreements for clients who cannot read English well.

40. In many cases, the only explanation clients receive about the agreement is orally from Harris. Harris does not explain each of the terms in the agreement to clients.

41. Consequently, many clients do not and cannot understand these agreements.

42. Clients sign the agreements and agree to pay high fees based on the Defendants' oral representations about what is contained in the agreement and about the likelihood of success of their claims.

43. Clients believe they have contracted for services that are not included in their fee agreements as a result of the misrepresentations Defendants make to them about the agreements.

44. Without understanding the terms or their implications, clients agree to every written term presented by Defendants in the fee agreements.

45. Clients agree to pay thousands of dollars up front to Defendants and then often pay off the fee in installments.

46. Some clients pay the entire flat fee up front in cash, before any services are rendered.

47. Defendants repeat misrepresentations to clients about the likelihood of success of their claims to convince clients to continue paying them for legal services.

48. Despite guarantees made by Defendants to their clients that they will secure the relief they are seeking, many clients ultimately receive no such relief and face deportation proceedings.

### **Defendants' Threats of Deportation to Their Clients**

49. Defendants cultivate the perception that they have special influence over immigration authorities to amplify threats they make to clients of deportation.

50. Defendants deliberately cause clients to be in greater fear of deportation in order to extract cash payments.

51. Defendants threaten clients that they will be deported if they do not pay them.

52. Clients fear that if they do not pay Defendants what they demand that they will be deported.

53. Some clients continue to pay Defendants only out of fear that if they stop paying the Defendants, they will be deported.

54. Defendants threaten clients that they will be deported if they seek new attorneys to handle their immigration matters.

55. Clients fear hiring new attorneys because they are afraid that Defendants will retaliate and use their perceived immigration connections to arrange for their deportation.

56. Some clients continue to be represented by Defendants and make payments to Defendants because they are afraid that if they leave Defendants, they will be deported.

57. Defendants threaten clients that they will be deported if they report their conduct to authorities.

58. Clients and former clients are afraid to report the conduct of the Defendants to authorities because they fear they will be deported.

59. Defendants speak to clients in a manner intended to threaten them in order to make them afraid that something bad will happen to do them if they do not do as Defendants please.

#### **Defendants' Refusal to Provide Documentation of Payments**

60. Defendants intentionally prevent clients from documenting or disputing payments, asking clients to pay them directly in cash and often refusing to give clients receipts or up to date invoices.

61. Consequently, clients have difficulty tracking their payment history because they pay in cash and do not receive receipts.

62. Clients seeking to dispute payments made or owed to Defendants are often unable to prove their payment history because they paid in cash and their documentation of payments is incomplete.

63. Defendants direct some clients to deposit payments into checking accounts, including the firm's operating account.

#### **Defendants' Submission of False Information to Immigration Authorities**

64. Defendants jeopardize their clients' immigration claims by advising and directing clients on multiple occasions to lie or submit false information to federal immigration authorities.

65. Defendants knowingly submit and present false information to federal immigration authorities.

66. Defendants file unauthorized forged client signatures on petitions or applications submitted to federal immigration authorities. Defendants never show their clients these forms or receive their permission to sign their names.

67. Typically, clients do not become aware of these forgeries until reviewing their

documents with a new attorney.

68. Defendants routinely commit willful and knowing violations of the law for their own financial gain.

69. Defendants' conduct is particularly egregious because it targets and exploits people least likely to seek or be able to obtain redress. Out of the public view, Defendants' victims are made to feel powerless and afraid. They work multiple jobs to pay Defendants thousands of dollars for benefits Defendants cannot secure. Victims endure emotional and psychological distress, fearing they or their loved ones will be deported if they do not do what Defendants command. Victims also often suffer negative and irreversible legal consequences as a result of Defendants' actions. Victims are unlikely to report their conduct because most do not have legal status in the United States and very afraid of government authorities.

**CAUSES OF ACTION**  
***Count I – Violations of G.L. c. 93A, § 2***

70. The Commonwealth realleges and incorporates herein paragraphs 1 through 70.

71. The Consumer Protection Act, G.L. c. 93A, prohibits unfair or deceptive acts or practices in the conduct of any trade or commerce.

72. Between January 1, 2013 and the present, Defendants have willfully, knowingly, and repeatedly violated the Consumer Protection Act, G.L. c. 93A. Defendants' unfair and deceptive conduct includes, but is not limited to the following:

- a. Falsely representing Marinalva Harris to be an attorney;
- b. Engaging in the unauthorized practice of law through Marinalva Harris;
- c. Making false guarantees to clients about their cases;
- d. Falsely representing the terms of fee agreements to clients;
- e. Threatening clients, including with deportation;

- f. Preventing clients from documenting their payments;
- g. Directing clients to submit false information to federal immigration authorities;
- h. Knowingly submitting false information to federal immigration authorities; and
- i. Knowingly submitting forged signatures without authorization to federal immigration authorities.

73. Defendants routinely exploit their clients for their own financial benefit.

Defendants' unlawful practices harm their clients' ability to receive immigration relief, and cause them severe economic and emotional injury. Even after clients terminate their relationship with Defendants, they live in fear that Defendants will retaliate against them and cause them or their loved ones to be deported. Defendants prey on especially vulnerable people and they make sure their victims are too afraid to report them.

### **RELIEF REQUESTED**

WHEREFORE, plaintiff, requests that this Court grant the following relief:

- a. Issue an ex-parte temporary restraining order and preliminary injunction in the form of the Commonwealth's contemporaneously filed proposed preliminary injunction prohibiting Defendants from, *inter alia*, continuing to violate G.L. c. 93A, § 2 and practice immigration law in the Commonwealth, and, after trial, issue a permanent injunction on the same terms;
- b. Order Defendants, Attorney George C. Maroun, Jr. and Marinalva Harris, individually, and Maroun Law Group, jointly and severally, to pay restitution to affected consumers who were injured by any acts or practices in violation of G.L. c. 93A, § 2;
- c. Order Defendants, Attorney George C. Maroun, Jr. and Marinalva Harris, individually, and Maroun Law Group, jointly and severally, to pay civil penalties to the Commonwealth in the amount of \$5,000 for each violation of G.L. c. 93A, § 2;

- d. Order the Defendants, Attorney George C. Maroun, Jr. and Marinalva Harris, individually, and Maroun Law Group, jointly and severally, to pay to the Commonwealth costs of investigation and litigation of this matter, including reasonable attorneys' fees; and
- e. Grant such other relief as it deems proper.

**JURY DEMAND**

The Commonwealth demands a jury trial on all claims so triable.

Respectfully submitted,

COMMONWEALTH OF MASSACHUSETTS  
MAURA HEALEY  
ATTORNEY GENERAL



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Date: January 18, 2018