

ASSEMBLY BILL NO. 490—COMMITTEE ON COMMERCE AND LABOR

(ON BEHALF OF THE ATTORNEY GENERAL)

MARCH 28, 2005

Referred to Committee on Judiciary

SUMMARY—Establishes provisions regulating providers of immigration assistance services. (BDR 52-122)

FISCAL NOTE: Effect on Local Government: Increases or Newly Provides for Term of Imprisonment in County or City Jail or Detention Facility.  
Effect on the State: Yes.

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EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

AN ACT relating to immigration; establishing provisions regulating providers of immigration assistance services; requiring written contracts between providers and clients; prohibiting certain practices by providers; requiring providers to deposit security with the Consumer Affairs Division of the Department of Business and Industry for the benefit of clients; providing civil remedies; providing penalties; and providing other matters properly relating thereto.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

**Section 1.** Title 52 of NRS is hereby amended by adding thereto a new chapter to consist of the provisions set forth as sections 2 to 25, inclusive, of this act.

**Sec. 2.** *As used in this chapter, unless the context otherwise requires, the words and terms defined in sections 3 to 11, inclusive, of this act have the meanings ascribed to them in those sections.*

**Sec. 3.** *“Board of Immigration Appeals” means the Board of Immigration Appeals of the United States Department of Justice.*



1     **Sec. 4.** *“Bureau of Citizenship and Immigration Services”*  
2     *means the Bureau of Citizenship and Immigration Services of the*  
3     *United States Department of Homeland Security.*

4     **Sec. 5.** *“Client” means a person who, on his own behalf or*  
5     *as a representative of another person, has requested a provider to*  
6     *provide immigration assistance services.*

7     **Sec. 6.** *“Commissioner” means the Commissioner of the*  
8     *Division.*

9     **Sec. 7.** *“Division” means the Consumer Affairs Division of*  
10    *the Department of Business and Industry.*

11    **Sec. 8.** *“Executive Office for Immigration Review” means*  
12    *the Executive Office for Immigration Review of the United States*  
13    *Department of Justice.*

14    **Sec. 9.** *“Immigration assistance services” means providing,*  
15    *for a fee or other compensation, any form of assistance regarding*  
16    *immigration matters to a person or a representative of a person*  
17    *who:*

18    1. *Has come or intends to come to the United States from a*  
19    *foreign country; and*

20    2. *Is or will be involved in any proceeding, filing or action*  
21    *which arises under a federal law, regulation, proclamation or*  
22    *order and which affects the immigration or citizenship status of*  
23    *the person.*

24    **Sec. 10.** *“Provider” means a person who provides*  
25    *immigration assistance services.*

26    **Sec. 11.** *“Within 3 business days” means within 3 business*  
27    *days after the date on which the client receives a copy of the*  
28    *written contract for immigration assistance services that was*  
29    *signed by the client.*

30    **Sec. 12.** *The provisions of this chapter do not apply to:*

31    1. *Any member of the bar of the highest court of any state,*  
32    *the District of Columbia or any possession, territory or*  
33    *commonwealth of the United States who is in good standing and*  
34    *who is not under any order of any court suspending, enjoining,*  
35    *restraining, disbarring or otherwise restricting the member in the*  
36    *practice of law, or any person who is working directly under the*  
37    *supervision of such a member of the bar.*

38    2. *Any tax exempt, not-for-profit organization which provides*  
39    *immigration assistance services and which does not charge a fee*  
40    *or which charges a nominal fee as defined by the Board of*  
41    *Immigration Appeals, or any officer or employee of such an*  
42    *organization who is acting within the scope of his office or*  
43    *employment.*

44    3. *Any organization recognized by the Board of Immigration*  
45    *Appeals which provides immigration assistance services through*



1 *representatives who are accredited by that Board to appear before*  
2 *the Bureau of Citizenship and Immigration Services or the*  
3 *Executive Office for Immigration Review and which does not*  
4 *charge a fee or which charges a nominal fee as defined by the*  
5 *Board of Immigration Appeals.*

6 4. Any governmental entity which is acting within the scope  
7 of its official authority, or any officer or employee of such a  
8 governmental entity who is acting within the scope of his office or  
9 employment.

10 **Sec. 13.** *The Division may adopt any regulations that it*  
11 *deems necessary to carry out the provisions of this chapter.*

12 **Sec. 14.** 1. *Before a provider may demand or collect any fee*  
13 *or other compensation from a client or provide any immigration*  
14 *assistance services to a client, the client and the provider must*  
15 *enter into a written contract. The provider shall provide a copy of*  
16 *the written contract to the client after the client signs the contract.*

17 2. *The client may cancel the contract at any time. Notice of*  
18 *cancellation of the contract must be in writing, signed by the*  
19 *client, and delivered to the provider in person or mailed by*  
20 *registered or certified United States mail to the provider.*

21 3. *If the client cancels the contract within 3 business days*  
22 *and the client has not waived his rights pursuant to subsection 4,*  
23 *the provider shall return to the client, not later than 7 calendar*  
24 *days after receipt of the notice of cancellation, all documents of*  
25 *the client and all fees and costs paid by the client to the provider.*  
26 *The provider shall not charge or collect any additional fee or*  
27 *penalty for the cancellation.*

28 4. *If the client needs any immigration assistance services*  
29 *immediately to avoid a forfeiture of eligibility or other loss of*  
30 *rights or privileges, the client may waive the right to cancel the*  
31 *contract within 3 business days with a full return of fees and costs*  
32 *paid. Any such waiver must be a written statement, separate from*  
33 *the contract, which:*

34 (a) *Describes the need for the provider to provide immigration*  
35 *assistance services within 3 business days;*

36 (b) *Expressly acknowledges and waives the right to cancel the*  
37 *contract within 3 business days with a full return of fees and costs*  
38 *paid; and*

39 (c) *Is signed and dated by the client or the representative of the*  
40 *client.*

41 5. *If, after signing a waiver pursuant to subsection 4, the*  
42 *client cancels the contract within 3 business days, the provider*  
43 *shall return to the client, not later than 7 calendar days after*  
44 *receipt of the notice of cancellation, all documents of the client,*  
45 *any fees not used for services rendered on behalf of the client and*



1 *any additional amounts not actually expended on behalf of the*  
2 *client. The provider shall not charge or collect any additional fee*  
3 *or penalty for the cancellation.*

4 *6. If the client cancels the contract after 3 business days, the*  
5 *provider shall return to the client, not later than 15 calendar days*  
6 *after receipt of the notice of cancellation, all documents of the*  
7 *client, any fees not used for services rendered on behalf of the*  
8 *client and any additional amounts not actually expended on behalf*  
9 *of the client. The provider shall not charge or collect any*  
10 *additional fee or penalty for the cancellation.*

11 **Sec. 15. 1. The written contract between the provider and**  
12 **the client must be:**

13 (a) *Printed in at least 12-point font; and*

14 (b) *Written in plain terms in a language the client*  
15 *understands, either alone or with the assistance of an available*  
16 *interpreter. If the contract is written in a language other than*  
17 *English, the client must be provided with an additional copy of the*  
18 *contract written in English.*

19 **2. The written contract between the provider and the client**  
20 **must include the following:**

21 (a) *The name, address and telephone number of the provider.*

22 (b) *An itemization of all immigration assistance services the*  
23 *provider will provide to the client and the fees and costs the client*  
24 *will be charged.*

25 (c) *The statement:*

26 *The provider is not an attorney licensed to practice law*  
27 *and may not give legal advice or accept fees for legal*  
28 *advice. The provider is not accredited by the Board of*  
29 *Immigration Appeals to provide representation to the*  
30 *client before the Bureau of Citizenship and Immigration*  
31 *Services, the United States Department of Labor, the*  
32 *United States Department of State or any other*  
33 *governmental entity that has authority over immigration*  
34 *matters.*

35 (d) *A statement that the client is not required to obtain*  
36 *supporting documents through the provider and may obtain such*  
37 *documents himself.*

38 (e) *A statement that the provider shall give to the client a copy*  
39 *of each document filed with any governmental entity.*

40 (f) *The statement:*

41 *The provider may not retain, for any reason, including*  
42 *the nonpayment of fees or costs, any original documents*  
43 *that are required to be submitted with an application to the*  
44 *Bureau of Citizenship and Immigration Services or to any*  
45 *other governmental entity.*



1 (g) *The statement:*

2 *The provider may not disclose any information to or*  
3 *file any forms or documents with the Bureau of*  
4 *Citizenship and Immigration Services or any other person*  
5 *or governmental entity without the knowledge and consent*  
6 *of the client.*

7 (h) *The statement:*

8 *The provider shall keep the file of the client for 3 years*  
9 *after the date the written contract is signed by the client.*  
10 *The file of the client must contain a copy of all forms and*  
11 *all documents accompanying such forms which were*  
12 *prepared or obtained in connection with a request for*  
13 *immigration assistance services. Upon request and without*  
14 *charging a fee, the provider must provide to the client a*  
15 *copy of the file of the client, even if the contract is*  
16 *cancelled.*

17 (i) *A statement that the provider has deposited security with the*  
18 *Division for the benefit of any client who is owed a refund or who*  
19 *is damaged by the actions of the provider. The statement must*  
20 *include the full name, address and telephone number of the*  
21 *Division.*

22 (j) *The statement:*

23 *The client may cancel the contract at any time. Notice*  
24 *of cancellation must be in writing, signed by the client,*  
25 *and delivered in person to or mailed by registered or*  
26 *certified United States mail to (specify name and address*  
27 *of the provider).*

28 (k) *The statement:*

29 *If the client cancels the contract within 3 business*  
30 *days, the provider shall return to the client, not later than*  
31 *7 calendar days after receipt of the notice of cancellation,*  
32 *all documents of the client and all fees and costs paid by*  
33 *the client to the provider. The provider shall not charge or*  
34 *collect any additional fee or penalty for the cancellation.*

35 *If the client needs any immigration assistance services*  
36 *immediately to avoid a forfeiture of eligibility or other loss*  
37 *of rights or privileges, the client may waive the right to*  
38 *cancel the contract within 3 business days with a full*  
39 *return of fees and costs paid. Any such waiver must be a*  
40 *written statement, separate from the contract. If, after*  
41 *signing the waiver, the client cancels the contract within 3*  
42 *business days, the provider shall return to the client, not*  
43 *later than 7 calendar days after receipt of the notice of*  
44 *cancellation, all documents of the client, any fees not used*  
45 *for services rendered on behalf of the client and any*



1       *additional amounts not actually expended on behalf of the*  
2       *client. The provider shall not charge or collect any*  
3       *additional fee or penalty for the cancellation.*

4       *If the client cancels the contract after 3 business days,*  
5       *the provider shall return to the client, not later than 15*  
6       *calendar days after receipt of the notice of cancellation, all*  
7       *documents of the client, any fees not used for services*  
8       *rendered on behalf of the client and any additional*  
9       *amounts not actually expended on behalf of the client. The*  
10       *provider shall not charge or collect any additional fee or*  
11       *penalty for the cancellation.*

12       **Sec. 16.** *A provider shall not:*

13       1. *State or imply that the provider is able to receive special*  
14       *favours from or has special influence with the Bureau of*  
15       *Citizenship and Immigration Services or any other governmental*  
16       *entity.*

17       2. *Make any guarantee or promise to a client, unless there is*  
18       *a basis in fact for the guarantee or promise and the guarantee or*  
19       *promise is in writing.*

20       3. *Threaten to report the client to the Bureau of Citizenship*  
21       *and Immigration Services or any other governmental entity, or*  
22       *undermine, in any way, the immigration or citizenship status of*  
23       *the client or any efforts made by the client to secure immigration*  
24       *or citizenship status.*

25       4. *Retain, for any reason, including the nonpayment of fees*  
26       *or costs, any original documents that are required to be submitted*  
27       *with an application made to the Bureau of Citizenship and*  
28       *Immigration Services or any other governmental entity.*

29       5. *Demand or retain any fees or compensation from the client*  
30       *for services not performed or costs not actually incurred.*

31       6. *Charge a fee or represent to the client that a fee may be*  
32       *charged for the distribution, provision or submission of any*  
33       *official document or form issued or adopted by any governmental*  
34       *entity.*

35       7. *Disclose any information to or file any forms or documents*  
36       *with the Bureau of Citizenship and Immigration Services or any*  
37       *other person or governmental entity without the knowledge and*  
38       *consent of the client.*

39       8. *Charge a fee or represent to the client that a fee may be*  
40       *charged if the provider refers the client to another person or*  
41       *governmental entity which is qualified to provide services or*  
42       *assistance which the provider will not provide.*

43       9. *Give any legal advice concerning any immigration matter*  
44       *or otherwise engage in the practice of law.*



1       10. Assume, use or advertise the title of or represent himself  
2 as:

3       (a) A lawyer or attorney at law, or any equivalent term in  
4 English or any other language;

5       (b) Holding any credentials that may cause a client to believe  
6 that the provider possesses any special professional skills or is  
7 authorized by any governmental entity to provide legal or any  
8 other advice concerning any immigration matter;

9       (c) An accredited representative of the Board of Immigration  
10 Appeals;

11       (d) An immigration consultant; or

12       (e) A notary public, unless the provider is authorized by law to  
13 provide the services of a notary public.

14       **Sec. 17. A provider shall:**

15       1. Give to the client a copy of each document filed with any  
16 governmental entity.

17       2. Upon the request of the client or upon termination of the  
18 contract, return any original documents supplied by, prepared on  
19 behalf of, or paid for by the client, even if there is a dispute  
20 regarding fees or costs between the provider and the client.

21       3. Retain the file of the client for 3 years after the date the  
22 written contract is signed by the client. The file of the client must  
23 contain a copy of all forms and all documents accompanying such  
24 forms which were prepared or obtained in connection with a  
25 request for immigration assistance services. Upon request and  
26 without charging a fee, the provider must provide to the client a  
27 copy of the file of the client, even if the contract is cancelled.

28       **Sec. 18. 1. A provider shall display conspicuously at each**  
29 **location where the provider meets with persons seeking**  
30 **immigration assistance services a sign setting forth the following:**

31       **THE PERSON PROVIDING IMMIGRATION**  
32 **ASSISTANCE SERVICES TO YOU IS NOT AN**  
33 **ATTORNEY LICENSED TO PRACTICE LAW, MAY**  
34 **NOT GIVE LEGAL ADVICE OR ACCEPT FEES FOR**  
35 **LEGAL ADVICE, AND IS NOT ACCREDITED BY THE**  
36 **BOARD OF IMMIGRATION APPEALS TO PROVIDE**  
37 **REPRESENTATION FOR YOU BEFORE THE**  
38 **BUREAU OF CITIZENSHIP AND IMMIGRATION**  
39 **SERVICES, THE UNITED STATES DEPARTMENT OF**  
40 **LABOR, THE UNITED STATES DEPARTMENT OF**  
41 **STATE OR ANY OTHER GOVERNMENTAL ENTITY**  
42 **THAT HAS AUTHORITY OVER IMMIGRATION**  
43 **MATTERS.**





1       2. A provider shall display conspicuously at each location  
2 where the provider meets with persons seeking immigration  
3 assistance services a sign setting forth the following:

4           YOU MAY CANCEL ANY CONTRACT AT ANY TIME.  
5 IF YOU CANCEL THE CONTRACT WITHIN 3  
6 BUSINESS DAYS, THE PROVIDER MUST RETURN  
7 YOUR DOCUMENTS AND ALL FEES AND COSTS  
8 YOU HAVE PAID WITHOUT DEDUCTION. IF YOU  
9 WAIVE YOUR RIGHT TO CANCEL THE CONTRACT  
10 WITHIN 3 BUSINESS DAYS WITHOUT DEDUCTION  
11 AND YOU CANCEL THE CONTRACT WITHIN 3  
12 BUSINESS DAYS, THE PROVIDER MUST RETURN  
13 YOUR DOCUMENTS, ANY FEES NOT USED FOR  
14 SERVICES RENDERED ON YOUR BEHALF AND ANY  
15 ADDITIONAL AMOUNTS NOT ACTUALLY  
16 EXPENDED ON YOUR BEHALF. IF YOU CANCEL  
17 THE CONTRACT AFTER 3 BUSINESS DAYS, THE  
18 PROVIDER MUST RETURN YOUR DOCUMENTS,  
19 ANY FEES NOT USED FOR SERVICES RENDERED  
20 ON YOUR BEHALF AND ANY ADDITIONAL  
21 AMOUNTS NOT ACTUALLY EXPENDED ON YOUR  
22 BEHALF. THE PROVIDER SHALL NOT CHARGE OR  
23 COLLECT ANY ADDITIONAL FEE OR PENALTY TO  
24 CANCEL A CONTRACT.

25       3. Each sign a provider is required to post pursuant to this  
26 section must be:

- 27       (a) At least 11 inches wide and 17 inches high in size;  
28       (b) Placed in a visible location and clearly readable by each  
29 client;  
30       (c) Written in English and in every other language which the  
31 clients of the provider may speak; and  
32       (d) Printed in all capital letters and boldface type in a size  
33 equal to at least 12-point font.

34       **Sec. 19. 1.** If a provider advertises immigration assistance  
35 services through any means, including, but not limited to, signs,  
36 pamphlets, newspapers or broadcast or electronic means, each  
37 advertisement for immigration assistance services must include in  
38 a clear and conspicuous manner the following notice:

39           THE PERSON PROVIDING IMMIGRATION  
40 ASSISTANCE SERVICES TO YOU IS NOT AN  
41 ATTORNEY LICENSED TO PRACTICE LAW, MAY  
42 NOT GIVE LEGAL ADVICE OR ACCEPT FEES FOR  
43 LEGAL ADVICE, AND IS NOT ACCREDITED BY THE  
44 BOARD OF IMMIGRATION APPEALS TO PROVIDE  
45 REPRESENTATION FOR YOU BEFORE THE





**BUREAU OF CITIZENSHIP AND IMMIGRATION SERVICES, THE UNITED STATES DEPARTMENT OF LABOR, THE UNITED STATES DEPARTMENT OF STATE OR ANY OTHER GOVERNMENTAL ENTITY THAT HAS AUTHORITY OVER IMMIGRATION MATTERS.**

2. *If an advertisement for immigration assistance services is disseminated in a language other than English, the notice required by this section must be included in English and in the language used in the advertisement.*

3. *An advertisement for immigration assistance services may not expressly or implicitly guarantee any particular governmental action, including, but not limited to, the granting of immigration or citizenship status.*

**Sec. 20. 1. Each provider shall deposit with the Division:**

(a) *A bond executed by a corporate surety approved by the Commissioner and licensed to do business in this State;*

(b) *An irrevocable letter of credit for which the provider is the obligor, issued by a bank whose deposits are federally insured; or*

(c) *A certificate of deposit in a financial institution which is doing business in this State and which is federally insured or insured by a private insurer approved pursuant to NRS 678.755. The certificate of deposit may be withdrawn only on the order of the Commissioner, except that the interest may accrue to the provider.*

2. *The term of the bond, letter of credit or certificate of deposit, or any renewal thereof, must be not less than 1 year.*

3. *The amount of the bond, letter of credit or certificate of deposit, or any renewal thereof, must be \$50,000.*

4. *If the provider deposits a bond, the provider shall keep accurate records of the bond and the payments made on the premium. The records must be open to inspection by the Division during business hours. The provider shall notify the Division not later than 30 days before the date of expiration of the bond and provide written proof of the renewal of the bond to the Division.*

5. *The Commissioner may reject any bond, letter of credit or certificate of deposit that fails to comply with the requirements of this chapter.*

6. *A provider may change the form of security that he has deposited with the Division. If the provider changes the form of the security, the Commissioner may retain for not more than 1 year any portion of the security previously deposited by the provider as security for claims arising during the time the previous security was in effect.*



1     **Sec. 21.** 1. *The security required to be deposited by a*  
2 *provider pursuant to this chapter must be held in trust for clients*  
3 *injured as a result of:*

4     (a) *Any act of fraud or misrepresentation by the provider*  
5 *acting in his capacity as a provider or any violation of any*  
6 *provision of this chapter;*

7     (b) *The bankruptcy of the provider; or*

8     (c) *The breach of any contract entered into by the provider in*  
9 *his capacity as a provider.*

10    2. *A client so injured may bring and maintain an action in*  
11 *any court of competent jurisdiction to recover against the security.*

12    3. *The Division may bring an action for interpleader against*  
13 *all claimants upon the security. If the Division brings such an*  
14 *action, the Division shall publish notice of the action at least once*  
15 *each week for 2 weeks in a newspaper of general circulation in the*  
16 *county in which the provider has its principal place of business.*  
17 *The Division may deduct its costs of the action, including the costs*  
18 *of the publication of the notice, from the amount of the security.*  
19 *All claims against the security have equal priority. If the security*  
20 *is insufficient to pay all the claims in full, the claims must be paid*  
21 *pro rata. If the provider has posted a bond with the Division, the*  
22 *surety is then relieved of all liability under the bond.*

23    4. *The Division may, in lieu of bringing an action for*  
24 *interpleader pursuant to this section, conduct a hearing to*  
25 *determine the distribution of the security to claimants. The*  
26 *Division shall adopt regulations to provide for adequate notice and*  
27 *the conduct of the hearing. If the provider has posted a bond with*  
28 *the Division, distribution pursuant to this subsection relieves the*  
29 *surety of all liability under the bond.*

30    5. *If the security is sufficient to pay all claims against the*  
31 *security in full, the Division may deduct from the amount of the*  
32 *security the cost of any investigation or hearing it conducted to*  
33 *determine the distribution of the security.*

34    **Sec. 22.** 1. *If no claims have been filed against the security*  
35 *deposited with the Division pursuant to this chapter within 6*  
36 *months after the provider ceases to operate, the Commissioner*  
37 *shall release the security to the provider and shall not audit any*  
38 *claims filed against the security thereafter by clients.*

39    2. *If one or more claims have been filed against the security*  
40 *within 6 months after the provider ceases to operate, the proceeds*  
41 *must not be released to the provider or distributed to any client*  
42 *earlier than 1 year after the provider ceases to operate.*

43    3. *For the purposes of this section, the Commissioner shall*  
44 *determine the date on which a provider ceases to operate.*



1     **Sec. 23.** *If a person is injured by a provider as a result of a*  
2 *violation of any provision of this chapter or any regulation*  
3 *adopted by the Division to carry out the provisions of this chapter,*  
4 *the person may bring a civil action against the provider for any or*  
5 *all of the following relief:*

- 6     1. *Compensatory and punitive damages.*
- 7     2. *Injunctive and declaratory relief.*
- 8     3. *Reasonable attorney's fees and costs.*
- 9     4. *Such other relief as a court deems appropriate.*

10    **Sec. 24.** 1. *In addition to any other remedy or penalty, if a*  
11 *provider violates any provision of this chapter or any regulation*  
12 *adopted by the Division to carry out the provisions of this chapter,*  
13 *the provider is liable:*

14       (a) *For the first violation, for a civil penalty of not less than*  
15 *\$250 nor more than \$2,500.*

16       (b) *For the second or any subsequent violation, for a civil*  
17 *penalty of not less than \$500 nor more than \$5,000.*

18     2. *The Division may bring a civil action to recover a civil*  
19 *penalty imposed pursuant to this section and shall deposit any*  
20 *money collected from the imposition of the civil penalty with the*  
21 *State Treasurer for credit to the State General Fund.*

22     3. *If a civil penalty is imposed pursuant to this section, the*  
23 *court shall award to the Division reasonable attorney's fees and*  
24 *costs incurred by the Division in investigating the violation and*  
25 *bringing the civil action.*

26    **Sec. 25.** *A provider who violates any provision of this chapter*  
27 *or any regulation adopted by the Division to carry out the*  
28 *provisions of this chapter is guilty of a misdemeanor.*

29    **Sec. 26.** The provisions of this act do not apply to any contract  
30 entered into before October 1, 2005, or any act, transaction or injury  
31 occurring before October 1, 2005.



