

STATE OF MINNESOTA
COUNTY OF HENNEPIN

DISTRICT COURT
FOURTH JUDICIAL DISTRICT

Case Type: Civil Other
(Consumer Protection)

State of Minnesota, by its Attorney General,
Keith Ellison,

Court File No. _____

Plaintiff,

vs.

COMPLAINT

Nueva Vision Latinoamerica LLC, Nueva
Vision Multiservicios LLC, Multinacional
Express LLC, Juan Diego Guevara Sanchez,
and Christian Palacios,

Defendants.

The State of Minnesota, by its Attorney General, Keith Ellison, for its Complaint against Defendants Nueva Vision Latinoamerica, LLC, Nueva Vision Multiservicios LLC, Multinacional Express LLC, Juan Diego Guevara Sanchez, and Christian Palacios, alleges as follows:

INTRODUCTION

1. Nueva Vision Latinoamerica LLC (“Nueva Vision”) is a Minnesota company owned and operated by Christian Palacios which sells a program purportedly designed to help obtain tourist visas for the family of United States residents living in Mexico and Central America. This company, in conjunction with Nueva Vision Multiservicios LLC (“Multiservicios”), Multinacional Express LLC (“Multinacional Express”), Mr. Guevara, as well as Ms. Palacios, solicit and collect money from people across the United States, including numerous Minnesotans, using deceptive and fraudulent representations and preying upon people’s desires to see their families.

2. Defendants repeatedly promise that they will obtain visas for customers' family members within 6-18 months of a customer registering for Nueva Vision's program by scheduling interviews at U.S. Embassies and Consulates in Mexico and Central America for their customers' families, collecting thousands of dollars for each person to allegedly pay for visa application fees, hotels, transportation costs, and visa interview "trainings."

3. Defendants' practice includes claiming to have scheduled visa interview appointments at U.S. Embassy and Consulates, only to inform customers that the U.S. Embassies cancelled their family members' interviews because of the Covid-19 pandemic backlog with only a few days' notice. Defendants then represent they have re-scheduled the interviews and demand additional funds from their customers to continue with Nueva Vision's program.

4. Some of Defendants' customers have been waiting for Defendants to schedule their family members' visa interviews for over 6 years.

5. Defendants' practices were financially and emotionally devastating for their customers as they took advantage of customers' desperate desire to reunite with family members they had not seen in years, sometimes even decades. Defendants promised they would get family members visas in one to two years. Defendants promised they were filing tourist visa applications. Defendants promised they were scheduling visa interviews at U.S. Embassies and Consulates. But they frequently did none of these things and still charged many customers hundreds to thousands of dollars per visa applicant. The Attorney General brings this action to enforce the law, stop Defendants' fraudulent practices, and obtain full relief for Defendants' customers, among other remedies.

PARTIES

6. Keith Ellison, the Attorney General of the State of Minnesota, is authorized under Minnesota Statutes chapter 8 and has common law authority, including *parens patriae* authority, to bring this action to enforce Minnesota's laws, to vindicate the State's sovereign and quasi-sovereign interests, and to remediate all harm arising out of—and provide full relief for—violations of Minnesota's laws.

7. Defendant Nueva Vision Latinoamerica LLC is a Minnesota limited liability company with a principal place of business at 9060 Lyndale Avenue South, Bloomington, Minnesota 55420.

8. Defendant Nueva Vision Multiservicios LLC is a Minnesota limited liability company with a principal place of business at 9060 Lyndale Avenue South, Bloomington, Minnesota 55420.

9. Defendant Multinacional Express LLC is a Minnesota limited liability company with a principal place of business at 9060 Lyndale Avenue South, Bloomington, Minnesota 55420.

10. Defendant Juan Diego Guevara Sanchez resides in Woodbury, Minnesota and is the manager and a registered agent of Multinacional Express LLC. Mr. Guevara maintains a business office located at 9060 Lyndale Avenue South, Bloomington, Minnesota 55420. Mr. Sanchez has the authority to act on behalf of Multinacional Express LLC and he personally participated in, directed, controlled, acquiesced, and knew about the business's unlawful, deceptive, and misleading practices. Mr. Guevara is also an employee of Nueva Vision Latinoamerica, and translates or leads Nueva Vision Latinoamerica's operations and contracting when the use of English is required.

11. Defendant Christian Palacios resides in Woodbury, Minnesota, and is the sole owner, registered agent, and manager of Nueva Vision Latinoamerica LLC and Nueva Vision Multiservicios LLC. Ms. Palacios maintains a business office located at 9060 Lyndale Avenue South, Bloomington, Minnesota 55420. Ms. Palacios has the authority to act on behalf of Nueva Vision and Multiservicios, and she personally participated in, directed, controlled, acquiesced, and knew about the business's unlawful, deceptive, and misleading practices. Ms. Palacios is also a registered agent of Multinacional Express LLC.

JURISDICTION

12. This Court has subject matter jurisdiction over this action pursuant to Minnesota Statutes sections 8.01, 8.31, 325D.43 to 325D.48, 325F.67 to 325F.69, 481.02, and common law.

13. This Court has personal jurisdiction over Defendants because they do business in Minnesota and have committed acts in Minnesota that caused injury to Minnesota residents.

14. Venue in Hennepin County is proper under Minnesota Statutes section 542.09 because the cause of action arose, in part, in Hennepin County.

FACTUAL BACKGROUND

I. DEFENDANTS BEGAN SELLING THEIR PROGRAMS IN 2017.

15. As early as the end of 2017 or beginning of 2018, Ms. Palacios advertised a family reunification program for immigrants living in the United States under the un-registered business name "Club de Migrantes Nueva Vision" ("New Vision Migrants Club"). Using stories of her own connections to Mexico, she drew people in who were similarly in the U.S. but wanted their families living abroad to visit them.

16. In July 2018, Ms. Palacios formalized Club de Migrantes Nueva Vision's work, registering the nonprofit corporation Migrantes Nueva Vision with the Minnesota Secretary of

State. Both Club de Migrantes Nueva Vision and Migrantes Nueva Vision advertised that they would obtain tourist visas for family members of Mexican immigrants. Migrantes Nueva Vision involuntarily dissolved in 2020.

17. But one year prior, in January 2019, Ms. Palacios formed Defendant Nueva Vision Latinoamerica LLC, a for-profit company which initially offered the same services as Migrantes Nueva Vision, later expanding the offered programs to U.S.-based immigrants with relatives living in Central America in addition to Mexico.

18. The following year, in January 2020, Ms. Palacios formed another company, Defendant Nueva Vision Multiservicios LLC, which provides tax, payroll, translation, notary services, and travel booking services. Although Nueva Vision and Multiservicios are purportedly different companies, the two companies share employees and operate out of the same office space in Bloomington, Minnesota, which consists of one room. Because Nueva Vision and Multiservicios operate out of the same room, Multiservicios' employees, to the extent the businesses do not share employees, are aware of Nueva Vision's business practices and will perform work for it, like answering Nueva Vision's phones when customers call. Ms. Palacios's husband, Defendant Mr. Guevara, also works for Multiservicios, including by advertising and hiring for it on its Facebook page.

19. Later in 2020, Ms. Palacios and Mr. Guevara formed Multinacional Express, LLC, which worked alongside Nueva Vision and handled the mailing of customers' family members' documents to Nueva Vision's office in Mexico. Defendants worked together in the common scheme described herein and all jointly participated in the false, deceptive, and predatory activities that have caused harm to their customers.

II. DEFENDANTS MISREPRESENTED THAT THEY WOULD OBTAIN TOURIST VISAS FOR U.S.-BASED CUSTOMERS' FAMILY MEMBERS RESIDING IN MEXICO AND CENTRAL AMERICA.

20. Since at least 2018, Ms. Palacios promoted Club de Migrantes Nueva Vision's "Living a Dream" family reunification program on Facebook and Spanish-language radio stations, as well as hosting public informational meetings, including at Spanish-language churches in Minneapolis. These advertisements targeted immigrants in the U.S. who had not seen their families in years due to travel restrictions, and, out of a strong desire to see their family members, were ready to trust anyone promising to reunite with them with their parents and siblings. As early as spring of 2018, Ms. Palacios advertised her business online with emotional pictures of hugging family members who were allegedly reunited after hiring her.

21. Ms. Palacios's outreach and advertising were highly successful. For example, in December 2018 she hosted an event in Milwaukee, Wisconsin, which drew hundreds of people. Before speaking, Ms. Palacios was introduced as the "lawyer" who would give everyone more information about Club de Migrantes Nueva Vision's and Migrantes Nueva Vision's programs, despite the fact that she only attended law school in Mexico and had no U.S. law license. Ms. Palacios spoke to a crowd about her services, while people lined up to hand over cash payments.

22. Nueva Vision and Ms. Palacios capitalized on the previous advertising for Club de Migrantes Nueva Vision and Migrantes Nueva Vision, continuing to expand their reach across the United States.

23. To solicit customers, Nueva Vision and Ms. Palacios advertised online with a website and vigorously promoted it. In April 2022, Nueva Vision advertised that it had over 8,000 customers who it successfully reunited with their loved ones in the United States. By December 2023, Nueva Vision represented that it had reunited more than 15,000 families. The website's sole

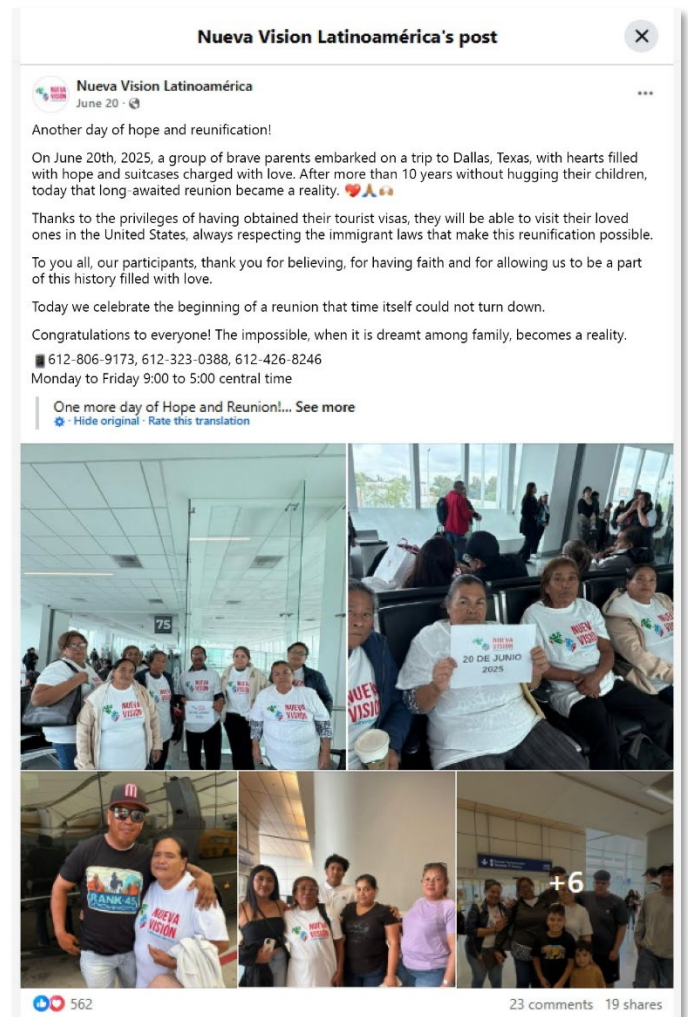
disclosure states that no one can guarantee the issuance of a visa because it is the exclusive decision of the American Embassy but adds that Nueva Vision “promise[s] to handle your family member’s application perfectly to achieve the best results.” Such advertising acted to instill trust in the company’s services and gave the impression that it was a large well-oiled machine, when the truth was far from it.

24. Nueva Vision and Ms. Palacios also advertised on the radio, television, and on Facebook,¹ later also advertising on social media sites like Instagram and TikTok using alluring videos and pictures of people crying and hugging at events hosted by Nueva Vision, targeting people who desperately wanted to reunite with family members they had not seen in years. When advertising Defendants’ services, Ms. Palacio listed both her personal phone number and Nueva Vision’s contact information. Ms. Palacios also continued hosting in-person presentations and events, including one-on-one meetings with potential customers, and giving interviews with Spanish-language media programs.

25. Nueva Vision and Ms. Palacios advertise with videos of family reunions and customer testimonials to promote their services and to imply that Nueva Vision’s visa program is successful. For example, one video shows four people at an airport in Nueva Vision t-shirts, and one woman says that she is going to see her sons for the first time in more than 12 years. The mother thanks Nueva Vision “because thanks to them our dream will be made possible.”

¹ Meta removed Nueva Vision Latinoamerica’s original Facebook page in December 2024 after people reported the company as possibly a scam. Ms. Palacios created a new Facebook page for Nueva Vision Latinoamerica after the original page was removed. When Nueva Vision created a new Facebook page it stated: “We are Nueva Vision Latinoamerica, our previous page was deleted for reasons beyond our control. Here we will continue posting evidence that our work in family reunification is real.”

26. In another video, four elderly individuals sit in wheelchairs at an airport, one of whom is holding a Nueva Vision sign. Music plays in the background, with a note imposed on the image which reads: “Four more hearts traveled today to Los Angeles, California to reunite with their children whom they had not hugged for 15, 20, 18, and 22 years.” Another video shows a family hugging, with the words “Mrs. Veronica traveled to Texas today to reunite with her children whom she had not hugged in over 20 years. Thank you for your trust!” superimposed on the video. These are just a few of the many videos Nueva Vision and Ms. Palacios have posted online over the years. The following are examples of their social media posts, which have been translated into English from their original Spanish:

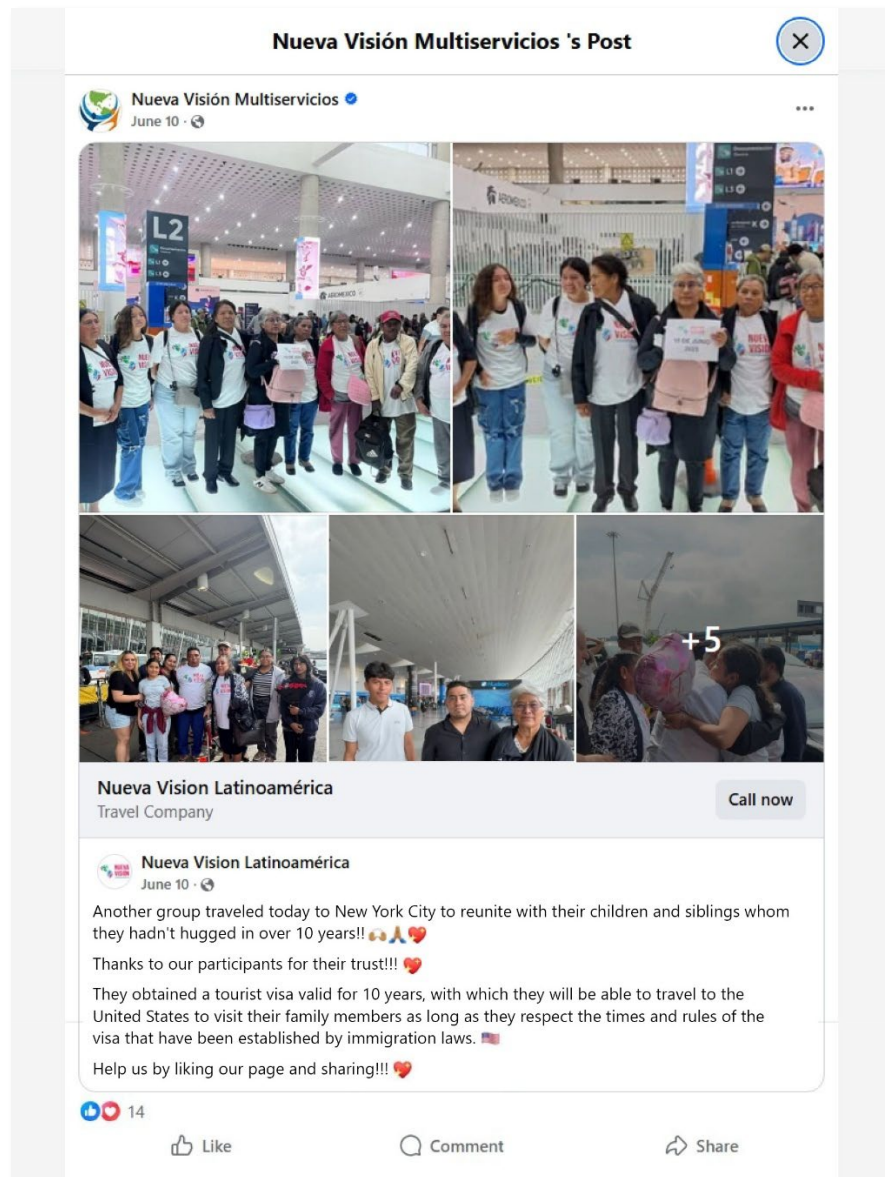


27. At in-person events, Ms. Palacios lauded Nueva Vision's work, earning trust by talking about her experiences growing up in Mexico and coming to the United States as an adult to pursue better opportunities. Mr. Guevara actively participated in Nueva Vision's business, including by reserving and setting up spaces for the presentations, and helping during the presentations. During these in-person events, Ms. Palacios referred to herself, and others referred to her, as an attorney.

28. Ms. Palacios and Multiservicios jointly promoted Nueva Vision. For example, on its website, Multiservicios advertises Nueva Vision's family reunification program as one of the services the company provides, as translated and shown here:

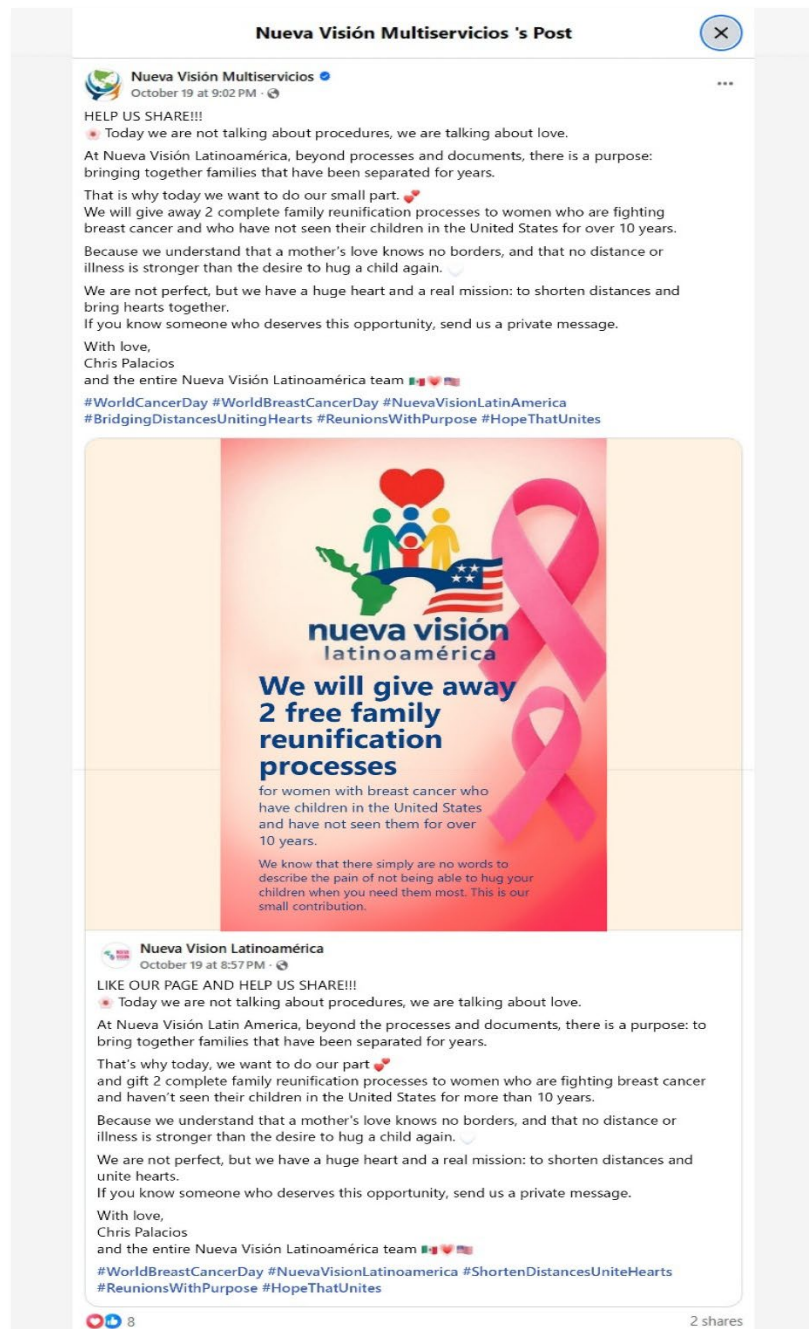


29. Additionally, Multiservicios published emotional and deceptive posts about Nueva Vision's program on its Facebook page, such as the following translated post:



30. Importantly, none of Defendants provide full disclosures about the cost of their program so that customers can make an informed decision about hiring Nueva Vision.

31. After significant public outcry in 2025 by aggrieved customers and after the Attorney General's office contacted Defendants about their customers' concerns, Defendants engaged in damage control by trying to cast themselves as benevolent helpers. For example, they started advertising that they would provide free services to families facing a breast cancer diagnosis, like the following translated post:



32. After Nueva Vision was contacted by the Attorney General's Office regarding complaints customers filed against the company, Nueva Vision also began posting manipulative language, telling its customer they need to be patient with Nueva Vision's process, describing tearful reunions as "stories of waiting, faith, struggles, and sacrifices that today find their reward." Nueva Vision's attempt to keep customers from reporting their frustrations to the Attorney General's Office were unsuccessful, as they continued to pour in.

33. A November 10, 2025, Facebook post showed pictures of two people holding Nueva Vision signs. The English translation of the post read:

Another couple from GUATEMALA approved for their visa to travel to the UNITED STATES! After 18 years without hugging their 7 children, they will finally be able to reunite and experience the moment they had been waiting for. Thank you for your trust, patience, and faith—we know that God's timing is perfect, and that every process, even if slow, brings real and hopeful results.

Underneath the pictures, there was a link to call Nueva Vision Latinoamerica. The post had 177 likes.

34. A November 14, 2025, Facebook post showed pictures of two people holding Nueva Vision signs. The English translation of the post read:

More visas approved in GUATEMALA today! Today we celebrate the approval of a tourist visa for a family who, after 20 years without hugging their daughter, will finally have the opportunity to reunite in the United States. A hug that has waited two decades...and today begins to come true.

This privilege granted by the United States government comes with responsibility, and we know that they will honor it by respecting immigration laws and established timelines, to continue preserving this great benefit that will allow them to visit, spend time together, and return home with peace of mind.

We are deeply grateful to God, and to their daughter, for the trust placed in our work. Thank you for your patience, for believing in the processes, and for allowing us to accompany you on this very special journey.

At Nueva Visión Latinoamérica, we reaffirm our commitment with responsibility and professional support. We will continue working to bring families together, fulfilling the expectations of all our clients who have patiently waited with love and respect.

35. A November 18, 2025, Facebook post showed pictures of a group of people in an airport, holding a Nueva Vision sign. The English translation of part of the post read:

A day full of hope and blessings for many families! Today, a group of parents traveled from Mexico to Minneapolis to reunite with their children, whom they hadn't been able to hug for over 10 years. A moment that fills the heart, heals wounds, and reminds us why we do what we do.

We are deeply grateful to God, and to each of his children, for the trust placed in our work, for the patience, and for believing that this day would come.

They obtained the privilege granted by the United States by being eligible for a tourist visa, a benefit they will retain as long as they respect the laws and the established immigration timelines.

36. As of November 2025, Defendants continued to advertise their visa services on Facebook and solicit new customers.

37. Ms. Palacios's advertisements effectively lured in customers. Due to the above representations and promises and many more like them, thousands of people hired Nueva Vision and Ms. Palacios to obtain travel visas for members of their families.

III. DEFENDANTS' PROMISED "REUNIFICATION" PROGRAM INVOLVES COMPLEX GOVERNMENT APPLICATIONS, APPLICATION OF LAW TO FACTS, AND EXPENSIVE TRAVEL.

38. Defendants' "reunification" program purportedly begins with applying for and obtaining B-2² nonimmigrant visitor visas for their customers' family members. At various points, Defendants represented this process would take between 6-18 months after the customer registered

² Nonimmigrant visitor visas are categorized as either B-1 visas for business, B-2 visas for tourism, or a combination for both purposes (B-1/B-2 visa). <https://travel.state.gov/content/travel/en/us-visas/tourism-visit/visitor.html>. Defendants offered to help people obtain "tourist," or B-2 visas.

for Nueva Vision's program. In general, B-2 visas can be used for tourism, vacation, visiting friends or relatives, and receiving medical treatment, among other things. Importantly, a visa does not guarantee entry into the United States—a Department of Homeland Security U.S. Customs and Border Protection immigration inspector has the final say at the U.S. port-of-entry, which Defendants do not disclose to their customers.

39. To do so, Defendants fill out and submit an application form called a DS-160, on behalf of the traveling family member. The DS-160 is an extensive application which requires significant detail about an applicant's personal history, as well as information about the applicant's intended trip to the United States, including where the applicant plans on staying while in the U.S, and takes approximately 90 minutes to complete according to the U.S. Department of State Consular Electronic Application Center. The application requires answers that map onto statutory and regulatory eligibility criteria under the U.S. Immigration and Nationality Act to prove that the applicant has strong ties to their home country so that they are not perceived as having immigration intent. Notably, applicants are required to read the application questions themselves and sign the DS-160 themselves (with certain exceptions inapplicable here) but Defendants do it instead.³ The applicant must also upload a photograph with the DS-160.

40. To begin the visa application, Defendants' process is to submit their customers' family members' individual DS-160 first, and then they submit a group application. They would then schedule individual visa interviews at either the U.S. Embassy or Consulate for a cohort of customers' families. At the visa interview, an applicant is interviewed, alone, by a consular officer

³ If the applicant is under the age of 16 or physically incapable of completing an application, the applicant's parents or guardian may complete and click the "Sign Application" button on his or her behalf. If the applicant has no parent or legal guardian, then the application may be completed by any person having legal custody of, or a legitimate interest in, the applicant.

to determine whether the applicant is qualified to receive a visitor visa. An ink-free, digital fingerprint scan is also usually taken at that time, depending on the location.

41. Once the interviews were scheduled, Nueva Vision told customers that the company reserved a hotel where their family members would stay for multiple nights to attend their visa interviews. Defendants usually represented that the applicants' interview process would occur over multiple days—one day for finger printing and another day for the actual interview—despite the fact that at many U.S. Embassy and Consulate locations both are done on the same day. Nueva Vision also promised that it would provide training sessions at the hotel the night before the visa interview about how to answer the consular officer's questions.

42. Once the visa is granted, Nueva Vision organizes a group trip to the United States and requires attendance at a party in the U.S. for their customers to reunite with their family members. Nueva Vision controls every aspect of the visa-holders' travel to the U.S. and even has the U.S. Embassy or Consulate mail the visas directly to Nueva Vision rather than the visa-holder. Only when the visa-holder arrives at the airport for their flight does Nueva Vision give them their actual visa. When the group arrives in the United States, Defendants pick the group up from the airport in a truck or a bus to takes them to the party where customers can finally see their family members for the first time.

43. Unfortunately, the reality of what many of Nueva Vision's customers experienced, however, is entirely different and they never had the promised joyful reunion because Defendants took their money without performing their advertised services or because they exaggerated their abilities.

IV. DEFENDANTS MISREPRESENTED NEARLY EVERY ASPECT OF THEIR SERVICES, LIED ABOUT SUBMITTING B2 VISA APPLICATIONS, AND HELD VITAL GOVERNMENT DOCUMENTS TO EXTORT THEIR CUSTOMERS FOR MORE MONEY.

44. To drum up business, Defendants Ms. Palacios, Nueva Vision, Multiservicios, Multinacional Express, and Mr. Guevara made and continue to make numerous misrepresentations, which have resulted in widespread consumer confusion, misunderstanding, and harm. Although the above-described steps are what Defendants claim to do, numerous customers found that they either lied about their abilities or failed to perform many of the steps despite charging and retaining hundreds to thousands of dollars from each customer.

45. Defendants' deceptions, misrepresentations, and unconscionable conduct include, but are not limited to: (1) misrepresenting that Ms. Palacios is an attorney licensed in the United States; (2) exaggerating the likelihood that customers' family members can obtain B-2 visas; (3) misrepresenting or hiding the costs Defendants will charge for their services; (4) failing to complete and submit DS-160 visa applications form in a lawful manner, schedule visa interviews at the U.S. Embassy or Consulate, coordinate transportation to and from the visa interviews, and provide training about how to answer questions during the visa interview; (5) demanding that customers' family members only travel to the United States with Nueva Vision if they are granted a visa; (6) failing to disclose the actual timeline by which Defendants would complete the services promised to customers; and (7) holding people's passports and visas hostage unless the visa-holder traveled with Nueva Vision or paid Defendants a fee.

46. Ms. Palacios and Mr. Guevara personally and directly participated in, directed, acquiesced to, and/or knew or should have known about and prevented Nueva Vision's, Multiservicios', and Multinacional Express's misrepresentations.

A. Defendants Misrepresented and Failed to Disclose Numerous Terms of their Program.

i. The Defendants exaggerated the likelihood of success of their customers' family members obtaining a B-2 visa.

47. Ms. Palacios, Mr. Guevara, Nueva Vision, and Multiservicios convinced potential customers that by hiring Nueva Vision, their family member, regardless of the visa applicant's specific circumstances, would be granted a B-2 visa. The language Ms. Palacios, Mr. Guevara, Nueva Vision, and Multiservicios employed with potential customers varied, but the meaning was the same: if you work with Nueva Vision, your family member will be able to visit you in the United States in approximately 6-18 months. Additionally, Ms. Palacios told some potential customers her success rate at obtaining tourist visas for customers' family members was over 90%.

48. For example, one customer reported: "[Nueva Vision] promises to bring our family members with a visitor visa." Another customer reported that "Christian Palacios promised... to obtain American visas... for my mother." Yet another customer reported that she hired Ms. Palacios in December 2020, "with the promise that she would bring my mother here through this family reunification program."

49. But these promises sold a dream Defendants knew or should have known would be difficult, if not impossible, to achieve. The family members of many of the customers that Ms. Palacios, Nueva Vision, Multiservicios, and Mr. Guevara enticed into hiring Nueva Vision, had a very low likelihood of obtaining a B-2 visa. For example, it is very unlikely that a B-2 visa applicant who has been denied in the past would be granted one. Nonetheless, if people disclosed to Defendants that their family members had previously been denied a tourist visa, Ms. Palacios alleviated their fears and assured them that hiring Nueva Vision essentially guaranteed their family member would obtain a visa.

50. Despite Defendants' assurances to customers that hiring Nueva Vision would result in a visa for a family member, customers' family members' visa applications, in the event Nueva Vision actually submitted the DS-160 application (described further herein), were frequently denied.

51. For example, one customer's parent, who had a previous visa application denial, worked with Nueva Vision hoping that their parent's visa application would be approved if they worked with the company. The customer's parent attended a second interview with Nueva Vision's group, and their visa application was denied once again. Desperate, the customer texted Nueva Vision asking if Nueva Vision would help their mother apply for a tourist visa for a third time.

52. Similarly, Defendants misrepresented that an applicants' past travel to the U.S. would not affect their application. For example, one customer named Mary had disclosed to Defendants that her family member had been to the U.S. previously, but was nonetheless denied a visa due to the visit. When Mary found out she texted Ms. Palacios about the visa denial:

Mary: I don't understand why they didn't give it to her. I thought with you it was more likely that they would give her the visa... Is there anything else I can do? Can she leave the hotel now or does she have to wait for them?

...

[Nueva Vision]: Previously having been here in the United States

...

Mary: But that's why the first time I spoke with you I told you...and you told me that there was no problem, that you already had people like that and the visa would be granted, that's why I trusted you because you said you would take care of it and that they would give it to her.. so?

None of the Defendants responded to Mary's text message.

53. Unfortunately, Mary was not the only customer in that interview group whose family member was not granted a visa despite Defendants' representations. As to the other

applicants who were denied in that round, Ms. Palacios and Nueva Vision did not even have the courtesy to answer some customers who asked whether their relative was granted a visa. After another round of visa interviews, customers texted Nueva Vision regarding most of the people in their family members' interview group being denied visas.

54. Defendants' misleading representations that their customers were nearly guaranteed to have their family's visas granted financially and emotionally harmed them when the services were not provided or the results were not as promised.

ii. Defendants misrepresented the process, cost, and timeline of Nueva Vision's family reunification program, in addition to omitting material terms of Defendants' services.

55. Defendants' process for engaging with customers generally followed the same pattern. A potential customer would contact Nueva Vision and/or Ms. Palacios, usually via one of the phone numbers listed on Nueva Vision's website and Facebook Page.

56. An employee of either Nueva Vision and/or Multiservicios answers the phone and speaks with the potential customer and sells Nueva Vision's family reunification program. The details provided about the program varied between customers, but not due to individual assessments of the customers' family members' circumstances.

57. At no point in the process were customers provided with a written document disclosing Nueva Vision's terms, the customers' obligations, Multinacional Express's obligations, Nueva Vision's timeline for scheduling a visa interview, or even a cost or cost estimate, including various "penalty" fees if Nueva Vision's "rules" were broken. Defendants also failed to provide this information verbally to many, if not all, of Nueva Vision's customers.

58. Defendants also inconsistently represented the timeframe to customers sometimes stating that the visa process would take six months once the customer paid the visa fee and told others that it would take 12-18 months after the customer paid the visa fee, regardless of the true timeline at the consulate. Nor did Defendants disclose that there would be a long delay if Nueva Vision had a backlog of customers, which it often did. Regardless of the timeline Defendants provided, many customers have been waiting over three years, and some over six years, for their family members' visa interviews to even be scheduled.

59. In addition to advertising untrue timelines for their services, Nueva Vision also frequently hid the true cost of the program from customers. For example, many customers were not provided with cost estimates or breakdowns of Nueva Vision's many fees, including charges for mailing family members' documents or for hotel stays. Defendants also did not explain that, despite only advertising Nueva Vision as a company that helped people obtain tourist visas, customers' family members, if they obtained a visa, were required to travel with Nueva Vision on their first trip to the United States. Nueva Vision also kept the family members' visas unless they traveled with Nueva Vision. Nueva Vision charged thousands of dollars for this trip. For many customers, the continuous charges were a surprise, but they felt they had no choice but to keep paying Defendants because they had already sunk their scarce funds into the program.

60. Nueva Vision hid other fees from customers. For example, many, if not all, customers were never told they would be charged \$265 (or more) to have their family members' documents returned if they chose to stop working with Nueva Vision or that there was a \$105 "fee" to be re-added to a WhatsApp text group if the customer's phone number changed.

61. Even if Defendants provided a customer with Nueva Vision's terms and conditions, the terms and conditions contained unconscionable provisions. For instance, Nueva Vision punished their customers if a customer's family member chose not to travel with Nueva Vision once they obtained their visa by charging them \$1,000 and extracting it by withholding passports and other documents if they did not pay. Such penalty is an unnecessary, unconscionable, and unreasonable breach provision that earned Defendants large sums of money.

62. Instead of providing essential and material details like the timeline and cost of the program, Ms. Palacios, Nueva Vision, and Multiservicios provided vague information and promises about Nueva Vision's services and pressured customers to make their first payment to the company on the initial call. The first required payment was a registration fee per family member applying for a visa. Defendants' registration fee varied, generally ranging between \$150 to \$163.50. After paying the registration fee, the customer was added to a WhatsApp group of Nueva Vision customers managed by Ms. Palacios or a Nueva Vision and/or Multiservicios employee.⁴

63. Nueva Vision required customers' family members to complete a 27-question form. Nueva Vision represented that the applicants' answers were used to complete the DS-160. The questionnaire was texted to customers in the WhatsApp group. However, the questionnaire did not ask for all of the information required to complete the DS-160, such as where the applicant planned to stay in the United States or the applicant's criminal history.

⁴ Defendants primarily communicated with customers using WhatsApp, a messaging service.

64. Around this point, Nueva Vision and Ms. Palacios required a \$65-\$85 payment for a mailing label to continue the process. Initially customers made this payment to Servimex, a company owned by one of Nueva Vision's former employees, but around 2020 customers were instructed to pay Multinacional Express, owned and managed by Mr. Guevara, for the mailing label.

65. Nueva Vision required customers to use the mailing label they bought from Multinacional Express to send their family members' identification documents to Nueva Vision's office in Mexico. Defendants instructed customers to tell their family members to mail various important documents, including the family members' passports and birth certificates. In some instances, Nueva Vision and Ms. Palacios also required customers' family members to mail their answers to the questionnaire as well.

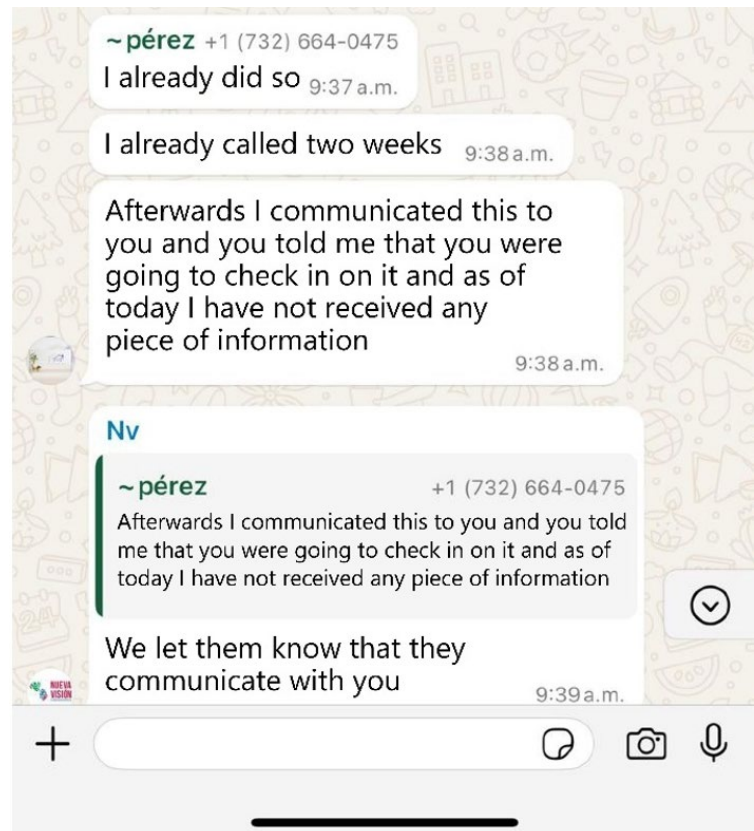
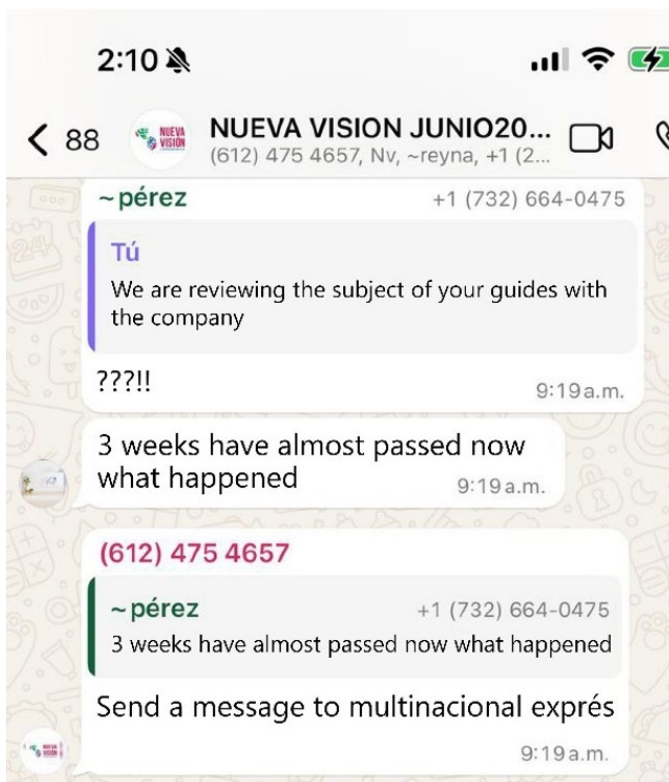
66. In addition to the other Defendants, Multinacional Express communicated directly with Nueva Vision's customers.

67. Mr. Guevara allegedly organized and printed an individual mailing label for each customer's family member. In reality, customers received mailing labels that had been created before they even requested one, or mailing labels that did not work when they tried to mail documents to Nueva Vision's Mexico office. Usually, the label's "From" address is a Nueva Vision office rather than the applicant's address. Some of these customers even had to re-purchase mailing labels in order to send Defendants the required documents.

68. In one example, a customer received an unusable mailing label from Multinacional Express and told Nueva Vision: "The problem is this page, you sent it to me, and it is already expired since April?"



69. Many of customers in this cohort waited extended periods of time before finally receiving the mailing label, as reflected in the following translated exchange between the above customer Perez and Nueva Vision:



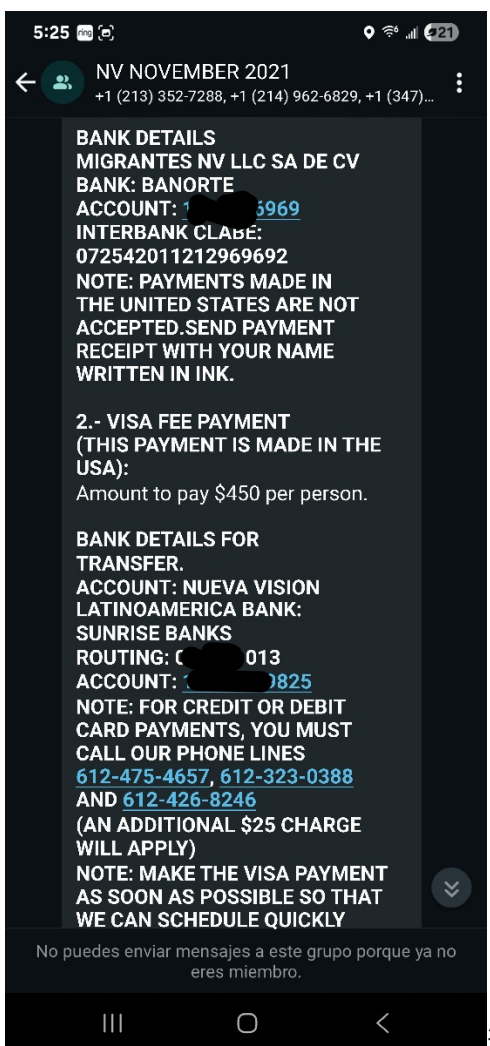
70. Because Nueva Vision required customers to pay Multinacional Express as part of Nueva Vision's services, Multinacional Express served as an essential part of Nueva Vision's schemes. As the sole owner of Multinacional Express and an employee of Nueva Vision, Mr. Guevara knew or should have known about Nueva Vision's misrepresentations but still acquiesced and participated in Nueva Vision's fraudulent practices.

71. After paying for the mailing label, Nueva Vision and Ms. Palacios typically charged \$450-\$550 for the "visa application fee." Defendants did not inform customers that they marked up the price of the B-2 visa application, which is only \$185.

72. Next, Nueva Vision charged customers for a hotel reservation, where the customer's family member would stay during the visa interview process. Nueva Vision required family members to stay in the hotel of Nueva Vision's choosing, and to stay in the hotel even if the family member lived in the city where the interview was to take place. Some customers paid Nueva Vision additional fees at this stage, as well, such as a \$420 fee for their family member to bring a "companion" with them to the hotel Nueva Vision allegedly reserved, even if the companion shared a hotel room with the visa applicant.

73. To avoid paying taxes, Nueva Vision generally required the hotel and hotel-associated fees to be paid to Nueva Vision's bank accounts in Mexico. Nueva Vision made sure of that by texting customers instructions of where to deposit the funds in Mexico and stating that "payments made in the United States are not accepted." Nueva Vision used at least four different bank accounts in Mexico to collect customers' payments for this stage of the program.

74. The following is one translated example of such instruction:



75. Ms. Palacios and Nueva Vision repeatedly pressured customers to make payments quickly, sometimes baiting customers by telling them they had to pay for hotel reservations within 48 hours in order to secure a visa interview. Nueva Vision required people to pay for a hotel for the “visa interview” regardless of whether the family member’s DS-160 had been submitted.

76. Some customers were so aggrieved by Defendants’ fraud that they reported Defendants to the police. When contacted by law enforcement, Mr. Guevara misrepresented that

⁵ Account numbers have been redacted.

the cost of the program varies depending on the case, but that Defendants are transparent about the costs, and that Nueva Vision's customers only pay for the application fee and visa appointment.

77. Sadly, Defendants refuse to refund any amount regardless of whether they have fulfilled their obligations or not.

78. As the sole owner of Nueva Vision and Multiservicios, Ms. Palacios retains the ultimate direction and control of Nueva Vision's and Multiservicios's communications with customers and potential customers, as well as Nueva Vision's policies, procedures, terms, and fees.

79. As the sole owner of Multinacional Express, Mr. Guevara retains the ultimate direction and control of Multinacional Express's communications with customers, fees, policies, and procedures.

iii. Defendants misrepresented to customers that Nueva Vision submitted DS-160 applications on behalf of their family members and Nueva Vision had scheduled visa interviews at U.S. Embassies and Consulates but continued collecting payments from customers and their families.

80. Ms. Palacios, Mr. Guevara, Nueva Vision, and Multiservicios represented that after the customer paid the visa application fee, Nueva Vision submitted the customer's family member's DS-160 visa application. Nueva Vision represented that it used the information obtained from the documents provided by the customers and their family members to fill out the visa applications.

81. Because of Ms. Palacios, Mr. Guevara, Nueva Vision, and Multiservicios' representations regarding all Nueva Vision's success stories, customers trusted Nueva Vision to complete the visa application process completely and accurately. Unfortunately, Nueva Vision did not submit visa applications on behalf of many of its customers' family members, despite collecting large sums of money under the pretense that Nueva Vision would submit a visa

application for the customer's family member and representing to customers that Nueva Vision filed their family members' visa applications.

82. While Nueva Vision advertised an increase of 7,000 families for whom the company obtained visas between April 2022 and December 2023, that is unlikely because Defendants also continued telling their current customers there were limited to no visa interview appointments available during this time because of Covid-19. In fact, in a sworn statement to the Attorney General's Office, Ms. Palacios represented that Nueva Vision was unable to even schedule interviews during this time because the U.S. Embassy was not accepting group visa applications.

83. For the visa applications Nueva Vision actually submitted, the applicant never reviewed or signed their application prior to its submission—all applications were filled out and signed by Nueva Vision employees. Additionally, Nueva Vision did not provide copies of the completed DS-160 application or the confirmation page to the applicant or Nueva Vision's customers, which prevented customers from making edits to the applications even if their information had changed or was incorrect. Furthermore, Nueva Vision did not have a policy to even provide confirmation that it submitted the DS-160 application.

84. Nueva Vision also failed to inform customers that, under federal law, an applicant is required to certify to and sign their DS-160 visa application unless they are under 16 or otherwise under the care of a legal guardian.⁶ Moreover, Nueva Vision did not inform customers that when

⁶ 22 C.F.R. § 41.103. (If an applicant is illiterate or unable to complete the application, the applicant must be assisted by a third party. The third party must be identified on the "Sign and Submit" page of the application. While the third party can assist the applicant in completing the application, he or she must instruct the applicant on how to endorse the application on his or her own behalf by clicking the "Sign Application" button.)

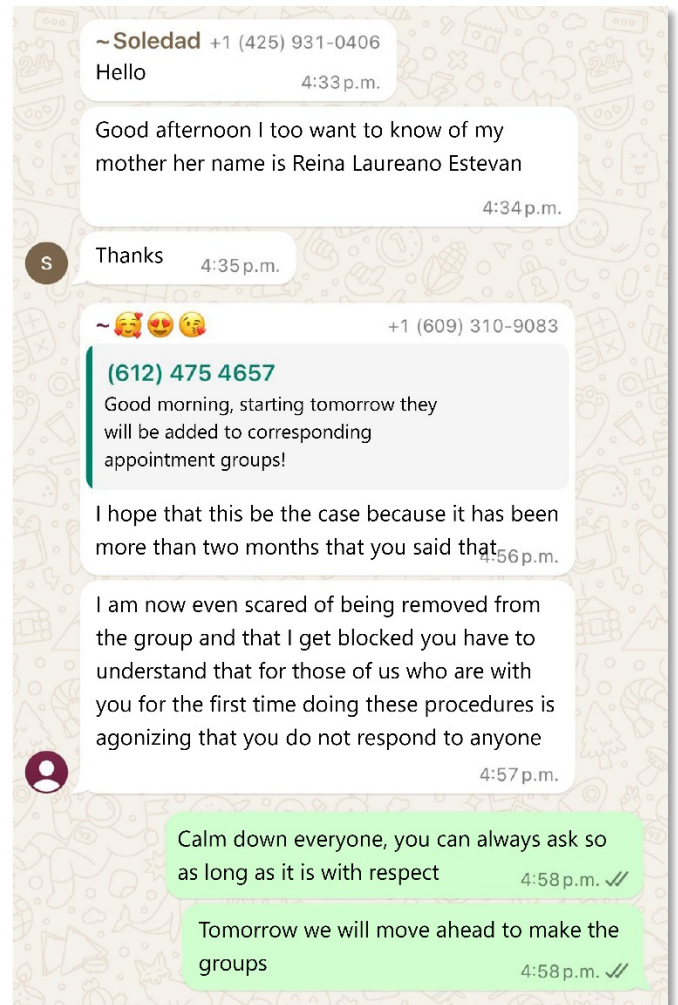
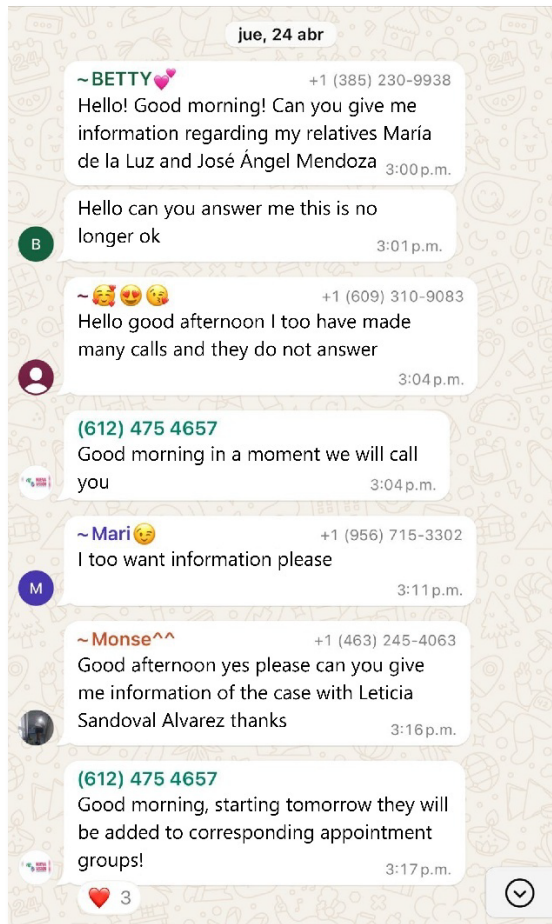
a visa applicant electronically scans their fingerprints the day of their interview, they are certifying that they have answered all the questions on the DS-160 application truthfully and to the best of their knowledge.

85. For years, Nueva Vision failed to pay the visa application fee after collecting money from customers and continued selling its services on the pretense that it would.

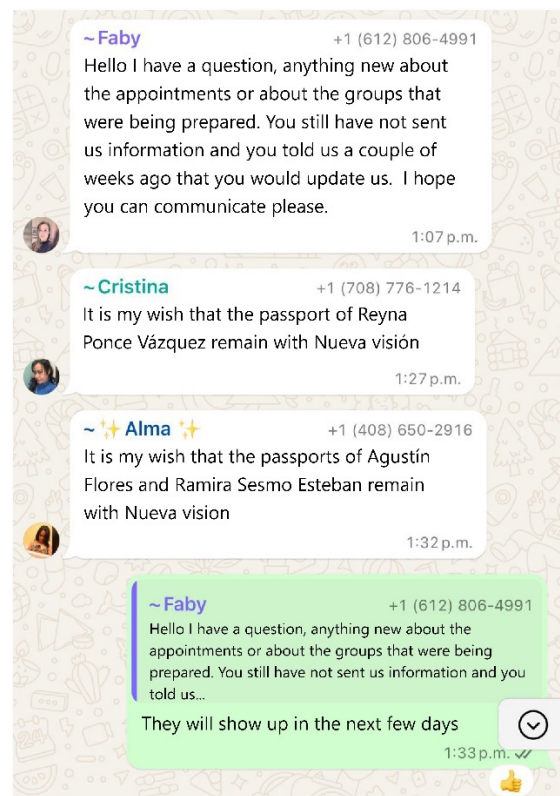
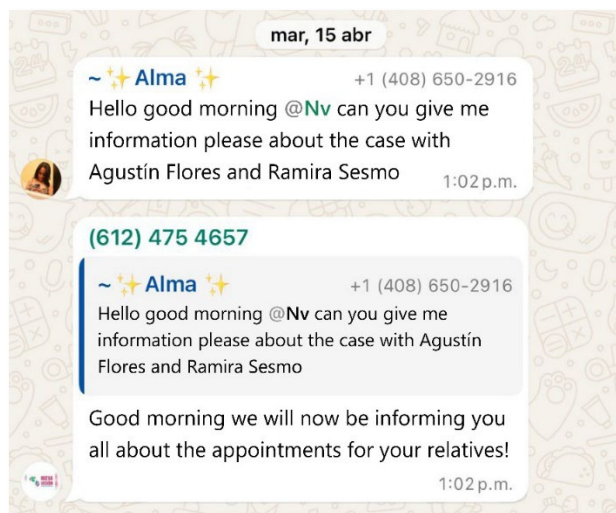
86. Not only did Ms. Palacios misrepresent Nueva Vision's services to customers before they registered, but she continued to make misrepresentations throughout the process, including why there were such significant delays. After making the initial payments, customers experienced long gaps in communication from Defendants. If people texted the WhatsApp group asking for updates on the visa applications, Nueva Vision simply responded "just wait," "be patient" and "trust the process," or answered with another evasive response. The following are just a few examples of Nueva Vision evading a customer's question by telling them to be patient or just wait, which have been translated to English:



⁷ Elidia: And those of us who have already paid can be notified of the next step? Please Nueva Vision: You just have to wait for the appointment. Remember that from the moment you



make your visa payment, the waiting time, which is from 1 year to a year and a half. When we know the date of the appointment we will tell you.



87. Mr. Guevara made similar representations about customers needing to be patient to law enforcement—lying that people were submitting complaints because the customers were “impatient” or “not following the correct steps.”

88. If a person asked too many questions, or criticized how long the process was taking, Ms. Palacios punished them by blocking them from the WhatsApp group and refusing to respond to them individually. People became scared to ask questions out of fear that Ms. Palacios would stop working with their family members without warning, resulting in them losing all the money, time, and energy they put into the Nueva Vision program.

89. For example, in one WhatsApp group text thread, Nueva Vision sent a message informing everyone in the group that the company became aware that there were people who started a “turmoil” and the company “want[s] to let you know that we no longer will be providing

services to them. But those who have waited patiently and with understanding will, of course, have their process completed.” Later in the text thread, Nueva Vision wrote that the company has “a policy that if a person causes any controversy, we can cancel our services.”

90. When Ms. Palacios sent specific information to the WhatsApp customer groups, it would usually be about new fees and additional requests for money. In at least one instance, she texted that there were visa interview appointments available, and if they sent her \$650 right away, they could have one of the available appointments. Or, as another example, if they did not pay Nueva Vision for a hotel stay and second visa application fee within a week, she would cancel the visa application process for their family member. For at least some of the customers, Nueva Vision never even submitted a DS-160 on behalf of their family members, so it would have been impossible for the family member to attend one of these supposedly available interviews.

91. Some people paid Nueva Vision and Ms. Palacios hundreds of dollars for purported hotel costs, only to be told a couple days before the date of the alleged visa interview that the U.S. Embassy had cancelled the interview and it would be rescheduled for a later date. The following are just some translated examples from complaints submitted to the AGO:

- “The lady Christian C Palacios after the passing of four years beginning since 2020 scheduled for me an appointment for my relative for January 27th, 2025[,] of which she was committed in letting me and other people of a WhatsApp group know 2 months prior of the appointment[,] of which it was never like that[;] it was never reported[;] she never sent a single message until I was calling[;] I made many call attempts[;] they returned the call to me after about 15 attempts of me reaching out and they told me that my relative’s appointment was rescheduled[,] but as of today they have not given me a single date for my relative’s appointment.”
- “I started an application [with Nueva Vision] for my parents in July 2021, paying this organization for a visa appointment. Time has passed, and [Nueva Vision] continued charging for accommodations for two occasions and charges for food. [Nueva Vision] promised me an appointment in January 24, 2024, but a week before the appointment, [Nueva Vision] called me only to cancel the appointment, saying that the embassy canceled the appointment. But I checked and in reality

[Nueva Vision] never made the appointments for my parents and have only kept my original documents, such as passports, and the money we paid [.]”

- “[In August 2024,] [w]e were told our families had their appointments scheduled and we needed to pay for hotel expenses since the appointment was in Guadalajara. [I]n my case [I] made an \$800 dollars payment. Days prior to my mother’s appointment, I was contacted by Cristian [sic] Palacios, she stated my mother’s appointment was cancelled again by [the] US embassy and to wait for a reschedule[d] appointment. I took the time to call [the] US embassy directly and was told my mother never had an appointment with them nor has she ever had one scheduled and that nobody had ever pa[id] for the appointment.”
- “Supposedly, my mother had an appointment on February 25 and 26 in the city of Guadalajara, but a few weeks before, [Ms. Palacios] called me saying that the embassy had cancelled the appointment, which I found very strange, but I kept trusting her. I called the embassy, and they told me that my mother did not have an appointment on that date.”

92. Sometime later, Ms. Palacios or Nueva Vision would re-text the WhatsApp group saying the appointments had been rescheduled, and required people send additional funds for a new hotel reservation because the new hotel was “more expensive,” and sometimes did not even provide a reason for the second hotel fee. People were only given days to pay the extra hotel fees, or Ms. Palacios threatened she would cancel their visa interview and give the slot to someone else.

93. However, even Ms. Palacios acknowledged the money was not always for a “more expensive” hotel. One customer reported that after they paid for lodging for their relative for the visa interview, Ms. Palacios subsequently asked for more funds for lodging, telling the customer that because prices had gone up the customer had to make a payment right away or Ms. Palacios would give their relative’s interview spot to someone else. But later, Ms. Palacios admitted that was untrue and then claimed that she asked for the money because an employee stole from her, not because the lodging was more expensive.

94. After years of waiting, customers began calling the U.S. Embassies to check on the status of their family members' applications, only to discover that Nueva Vision had either never submitted a visa application and/or never scheduled a visa interview appointment for their family member. The following are just a few examples from translated complaints submitted to the AGO:

- "I called the US consulate in Guadalajara and the representative I spoke too [sic] stated my mom was not in their system and an appointment was never made."
- "I paid [Nueva Vision] the amount of \$1,870 for the payment of an appointment at the American consulate and for the payment and two days of hotel accommodations. And I have received nothing; I have only received fake appointments that do not exist, because I called the American consulate and they told me that there are no appointments for my family members."
- "On several occasions, I called and sent messages [to Ms. Palacios] asking for proof that my mother had an appointment, and they never gave it to me, until on December 3 I decided to call the consulate, and they told me there was no appointment in January."
- "I have been waiting for this process for about four years, just waiting and waiting, and supposedly the embassy was canceling appointments, and [Nueva Vision] had to reschedule them. I personally contacted the embassy to ask about this last appointment scheduled for January 27, 2025, for which my family member does not have any appointment."
- "Ms. Palacios[] promotes a service called 'Family Reunification' [and] she promised to assist 2 of my family members process their [t]ourist [v]isa[s]. We had paid Ms. Palacios \$2k since 2019. I was notified by [the US Department of State that neither of [my] relatives had scheduled appointments between 11/1/2019 thru 2/1/2025 based on each member['s] Passport[] number."

95. By representing they were submitting B-2 visa applications for customers' family members and scheduling visa interviews for customers' family members when it was not true, Defendants committed fraud and engaged in unfair and unconscionable practices that financially and emotionally harmed Minnesotans, and others throughout the United States.

B. Defendants withheld important documents and extorted their customers for additional payments.

96. If a customer chose to withdraw from Nueva Vision's scheme, Ms. Palacios, Nueva Vision, Multinacional Express, and Mr. Guevara leveraged more money from the customers by refusing to return important documents, such as passports, to the customers' family members unless the customers paid a large fee, or simply ignored the customer's request.

97. As discussed above, Ms. Palacios, Nueva Vision, Multinacional Express, and Mr. Guevara required customers' family members to mail their original passports, and sometimes other important documents, to Nueva Vision's office in Mexico even though it is not necessary for Defendants to obtain physical copies of people's passports and other important documents to complete a DS-160 application. While a DS-160 application does require information about an applicant's passport, it is possible for Defendants to obtain this information without requiring a person's physical passport. For instance, the Defendants could have a customer send a picture of the information in their family members' passports.

98. Nueva Vision refused to let customers continue with its program if Nueva Vision did not receive physical copies of their family members' passport. At one point, Defendants appeared concerned about the appearance of this practice and told their customers that they to put in the WhatsApp text chain that they wanted to have Nueva Vision hold their family members' passports so their family member could continue with Nueva Vision's program. Prior to purchasing Nueva Vision's services, customers were not informed there was a fee to have their family members' passport and other papers returned. Customers report feeling scared of what Defendants would do with the documents they refused to return or needing to pay to get a new passport after the Defendants got upset with them for asking for a refund.

99. Examples of customers reporting that Defendants refuse to return their family members' passports or other documents by either ignoring requests that the documents be returned or requiring a large fee in exchange for the documents include the following translated reports:

- "I asked [Nueva Vision] to return my passport and my money, and to this day I have not received anything."
- "Ms. Palacios [kept] my family members... original passports, copies of [b]irth certificates and other personal information [in her possession.]"
- "[Ms. Palacios] kept [my mother's] documents and refused to release them unless we paid more to release them."

100. Additionally, Defendants refused to allow customers to receive their visa if their application was approved—instead, Defendants had the visas sent straight to them and a customer's family member would only receive the visa enabling them to travel to the United States to visit their family if they traveled with (and paid) Nueva Vision. Family members are required to meet Nueva Vision staff at an airport, at which point they will be handed their visa and passport by a Nueva Vision employee right before they go through security. Once the family member is through security, they are required to return both the visa and passport to Nueva Vision before getting on the plane.

101. For example, one customer reported that they begged Ms. Palacios to give her mother her visa and the customer would take care of organizing her mother's trip to the United States, but Ms. Palacios refused to give the customer's mother her visa unless the customer paid for Nueva Vision's trip. After nearly two years of saving, the customer was finally able to pay Ms. Palacios for the trip, at which point Nueva Vision finally gave the customer's mother her visa.

102. In another example, a customer reported that they hired Nueva Vision to process the customer's mother's visa. The visa was approved, but Ms. Palacios held on to it for "a long time," until the customer agreed to pay Nueva Vision \$2,000 for their mother's trip.

103. All Defendants engaged in the false, deceptive, confusing, and unconscionable practices described herein and are jointly and severally liable for their violations of the law.

V. DEFENDANTS' ADVERTISING AND VISA SERVICES CONSTITUTE THE UNAUTHORIZED PRACTICE OF LAW

104. In addition to misrepresenting numerous aspects of their services to their customers, Defendants' advertising and services are also unlawful because they cross over into the advertising, and practice, of law for which they are not licensed to engage in. Neither Defendants nor their employees are licensed to practice law in Minnesota or any other state in the United States. Regardless, Ms. Palacios holds herself out to be an attorney and holds Defendants out as qualified to give legal counsel and fill out government forms for their customers' family members.

105. For example, Defendants hold themselves out as able to secure a legal benefit for their customer's family by advertising that they can ensure that their family member is deemed eligible for a visa, even though that is a legal determination by a U.S. consular officer and preparation of the form involves assessment of eligibility, screening for legal risks, and strategy on what information should be provided and how it should be provided.

106. An example of just one of the numerous factors in the application process that involves legal determinations is what the definition of income is and what should or should not be disclosed, which one customer asked Nueva Vision about as translated here: "if the person applying for the visa doesn't work [c]an they state that their son and sister send them money every month?"

107. Additionally, the "coaching" or "training" that Defendants advertise includes how they should present their purpose for requesting a visa, how eligibility criteria is evaluated by the U.S. Consulate, and what evidence is sufficient for a successful application.

108. Defendants advertising and provision of visa-application services described herein have real-world consequences for their customers and customers' families; inaccurate or inappropriate submission of the DS-160 can result in a denial of the application, waste of customers' funds, and even permanent visa denials and findings of misrepresentation.

VI. DEFENDANTS' SCHEME IS PROFITABLE AND DEFENDANTS' ENRICHED THEMSELVES BY PREYING ON VULNERABLE FAMILIES

109. The costs of Defendants services were incredibly high, and Defendants frequently charged or threatened customers with excessive fees, and Defendants mislead customers regarding the basis for their fees.

110. The following are just some examples of the fees Defendants charged for their services:

- a. \$475 for a visa application fee. Customers believed this was the actual cost of the tourist visa application fee. In actuality, the U.S. Department of State charges a \$185 for a visa application;
- b. \$60-\$85 for a mailing label, which Defendants required to be purchased through Multinacional Express. Customers were not told where their family members could send their documents until they paid for this mailing label, so were not able to use other mailing services;
- c. \$600-\$800 for "hotel reservations." Many customers were not provided any information regarding the location of the hotel, and their family never received a hotel room stay despite these payments;
- d. \$300 for customers' family members' passports and other documents to be returned to them;
- e. \$265 cancellation fee;
- f. \$1,000 fee if a family member chooses not to travel to the United States with a Nueva Vision group; and
- g. \$2,000 or more to attend a required party upon the family members' arrival in the United States.

111. Many customers were not told about these fees prior to hiring Nueva Vision.

112. As discussed above, Defendants extracted these fees by promising services they did not deliver and withholding essential documents from customers and their family members unless customers paid these exorbitant amounts.

113. Additionally, customers who requested refunds after waiting significantly longer than two years for their family members' visa appointments were denied or ignored. For instance, one customer reported they requested a refund from Nueva Vision upon realizing that the company never scheduled a visa interview for their mother and never received a response.

114. Another customer reported that Nueva Vision charged them a visa fee in 2020 and asked for another payment in 2024 because the customer's relative had an appointment at the U.S. Consulate in Guadalajara on January 30 and 31, 2025. The customer then called the U.S. Consulate to ask for additional information and was informed by the Consulate that no payment had ever been made on behalf of the customer's relative. The customer then asked Ms. Palacios for a refund, and she did not respond other than to remove the customer from the WhatsApp group.

115. Not only were payments for hotels being sent to Mexico, customers and their families paid tens of thousands of dollars of "Nueva Vision fees" directly to Ms. Palacios's personal bank account rather than Defendants' business accounts. Additionally, Ms. Palacios used Nueva Vision's bank account to pay for expenses for her other businesses, including Multiservicios as well as her restaurants, Mi Quiero.

116. Defendants' practices described herein were very profitable. Although Ms. Palacios claims not to take a salary, Ms. Palacios withdraws large sums from the business accounts for her and Mr. Guevara's personal expenses.

117. Rather than use the money the businesses collected to complete Defendants' promised services, Ms. Palacios and Mr. Guevara used the funds to support an increasingly lavish

lifestyle. For example, Ms. Palacios wrote numerous checks from Nueva Vision's bank account to pay expenses for her and Mr. Guevara's home in Woodbury. She wrote numerous checks for "loans" to both herself and Ms. Guevara from the Nueva Vision Latinoamerica bank account. As another example, she wrote a \$40,000 check to Double Tree Hilton to pay for a personal event. She also wrote two checks from the Nueva Vision bank account in November 2023 totaling \$67,108.69 to BMW as a "loan to Christian to buy [a] car," a mere six months after purchasing a \$182,961 Bentley Bentayga.

118. Rather than provide promised services or even updates to people on their family members' status, Ms. Palacios posted videos of her expensive plastic surgeries and Versace bags. Meanwhile, Defendants' customers suffered. Some customers' family members passed away during the years they waited for Nueva Vision and Ms. Palacios to submit their visa applications. Some customers' family members are now scared to apply for a tourist visa out of fear they will be scammed or get caught up in an illegal business. Some customers' family members are now too sick to travel.

119. Defendants committed fraud and engaged in unfair and unconscionable practices that emotionally and financially harmed hundreds of Minnesotans, and thousands of people across the United States.

COUNT I
VIOLATIONS OF THE PREVENTION OF CONSUMER FRAUD ACT
MINN. STAT. § 325F.69

120. Plaintiff re-alleges and incorporates by reference all prior paragraphs of this Complaint.

121. The Prevention of Consumer Fraud Act (CFA) is included in Minn. Stat. §§ 325F.68 to 325F.70.

122. Minnesota Statute section 325F.69, subdivision 1, provides:

The act, use, or employment by any person of any fraud, unfair or unconscionable practice, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby, is enjoined as provided in section 325F.70.

123. The term “merchandise” within the meaning of Minnesota Statutes section 325F.69 includes services, intangibles, and real estate, including the sale of Defendants’ services. Minn. Stat. § 325F.68, subd. 2 (2024).

124. Defendants repeatedly violated Minnesota Statutes section 325F.69, subdivision 1, by engaging in fraud, unfair or unconscionable practices, false pretenses, false promises, misrepresentation, misleading statements, and deceptive practices, when advertising for Nueva Vision and accepting payments for services as described in this Complaint, with the intent that others rely thereon in connection with their purchases. Among other actions, those practices include:

- a. Misleading customers about the cost of Nueva Vision’s services;
- b. Failing to disclose the material terms of the program, including the true high cost;
- c. Misleading customers about Nueva Vision’s timeline and when it would complete their family members’ visa applications and schedule their interviews;
- d. Deceptively claiming that their customers’ family members visa interviews were scheduled at a U.S. Embassy;
- e. Misleading customers that Ms. Palacios is an attorney and that Defendants are competent to perform their advertised services; and
- f. Misrepresenting that Defendants will lawfully submit visa applications for their customers’ family members.

125. The Defendants' conduct, practices, and actions described in this Complaint constitute multiple separate violations of Minn. Stat. § 325F.69, subd. 1.

126. Ms. Palacios and Mr. Guevara themselves engaged in, knew about, directed, and acquiesced in the violative practices as described in this Complaint and Defendants are jointly and severally liable.

COUNT II
VIOLATIONS OF THE UNIFORM DECEPTIVE TRADE PRACTICES ACT
MINN. STAT. § 325D.44

127. Plaintiff re-alleges and incorporates by reference all prior paragraphs of this Complaint.

128. The Uniform Deceptive Trade Practices Act is found at Minn. Stat. §§ 325D.43 to 325D.48.

129. Minn. Stat. § 325D.44, subd. 1 provides in pertinent part:

A person engages in a deceptive trade practice when, in the course of business, vocation, or occupation, the person:

(2) causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;

(3) causes likelihood of confusion or of misunderstanding as to affiliation, connection, or association with, or certification by, another;

(5) represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have;

(7) represents that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another;

(9) advertises goods or services with intent not to sell them as advertised;

(13) engages in (i) unfair methods of competition, or (ii) unfair or unconscionable acts or practices; or

(14) engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.

130. Defendants have repeatedly violated Minn. Stat. § 325D.44, subd. 1(2, 3, 5, 7, 9, 13, and 14) by engaging in the unfair, deceptive, and confusing conduct described in this Complaint. Among other actions, that conduct includes:

- a. Misleading customers about the cost of Nueva Vision's services;
- b. Failing to disclose the material terms of the program, including the true high cost;
- c. Misleading customers about Nueva Vision's timeline and when it would complete their family members' visa applications and schedule their interviews;
- d. Deceptively claiming that their customers' family members visa interviews were scheduled at a Consulate or a U.S. Embassy;
- e. Misleading customers that Ms. Palacios is an attorney and that Defendants are competent to perform their advertised services; and
- f. Misrepresenting that Defendants will lawfully submit visa applications for their customers' family members.

131. The Defendants' conduct, practices, and actions described in this Complaint constitute multiple separate violations of Minnesota Statutes section 325D.44, subd. 1(2, 3, 5, 7, 9, 13, and 14).

132. Ms. Palacios and Mr. Guevara themselves engaged in, knew about, directed, and acquiesced in the violative practices as described in this Complaint and Defendants are jointly and severally liable.

COUNT III
VIOLATIONS OF THE FALSE STATEMENT IN ADVERTISEMENT ACT
MINN. STAT. § 325F.67

133. Plaintiff re-alleges and incorporates by reference all prior paragraphs of this Complaint.

134. Minnesota Statutes section 325F.67 provides that it is unlawful for:

Any person, firm, corporation, or association who, with intent to sell or in anywise dispose of merchandise, securities, service, or anything offered...publishes, disseminates, circulates, or places before the public...[an] advertisement [that] contains any material assertion, representation, or statement of fact which is untrue, deceptive, or misleading[.]

135. Defendants' conduct, practices, and actions described in this Complaint constitute multiple, separate violations of Minnesota Statutes section 325F.67, as described further in this Complaint.

136. Ms. Palacios and Mr. Guevara themselves engaged in, knew about, directed, and acquiesced in the violative practices as described in this Complaint and Defendants are jointly and severally liable.

COUNT IV
UNAUTHORIZED PRACTICE OF LAW
MINN. STAT. § 481.02

137. Plaintiff re-alleges and incorporates by reference all prior paragraphs of this Complaint.

138. Minnesota Statutes section 481.02, subdivision 1, provides that it is

[U]nlawful for any person...except members of the bar of Minnesota admitted and licensed to practice as attorneys at law, By word, sign, letter, or advertisement, to hold out as competent or qualified to give legal advice or qualified to give legal advice or counsel... or as being engaged in advising or counseling in law or acting as attorney or counselor at law[.]

139. Defendants' conduct, practices, and actions described in this Complaint constitute multiple, separate violations of Minnesota Statutes section 481.02, including by holding Ms. Palacios out as an attorney, by representing that Defendants have the authority to draft visa applications and submit them to the United States, and by advertising that Defendants have the knowledge required for the non-immigrant visa application and travel processes.

140. Ms. Palacios and Mr. Guevara themselves engaged in, knew about, directed, and acquiesced in the violative unauthorized practice of law as described in this Complaint and all Defendants are jointly and severally liable for the conduct alleged herein.

PRAYER FOR RELIEF

WHEREFORE, the State of Minnesota, by its Attorney General, Keith Ellison, respectfully asks this Court to award judgment against Defendants as follows:

1. Declaring that Defendants' actions, as set forth above, constitute multiple separate violations of Minnesota Statutes sections 325F.69, subd. 1, 325D.44, subds. 1(2, 3, 5, 7, 9, 13, and 14), 325F.67, and 481.02;

2. Enjoining Defendants from engaging in conduct in violation of Minnesota Statutes sections 325F.69, subd. 1, 325D.44 subd. 1(2, 5, 7, 9, 13, and 14), 325F.67, and 481.02;

3. Awarding judgment against Defendants for restitution under the *parens patriae* doctrine, the general equitable powers of this court, Minnesota Statutes section 8.31, and any other authority, for all persons injured by the Defendants' actions described in this complaint;

4. Awarding judgment against the Defendants for civil penalties pursuant to Minnesota Statutes section 8.31, subdivision 3, for each separate violation of the law;

5. Awarding the State of Minnesota its costs, including litigation costs, costs of investigation, and attorney fees, as authorized by Minnesota Statutes section 8.31, subd. 3(a); and

6. Granting such further relief as the Court deems appropriate and just.

Dated: December 22, 2025

KEITH ELLISON
Attorney General
State of Minnesota

/s/ Rebecca Stillman

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Attorneys for Plaintiff, State of Minnesota

MINN. STAT. § 549.211 ACKNOWLEDGMENT

The party on whose behalf the attached document is served acknowledges through its undersigned counsel that sanctions, including reasonable attorney fees and other expenses, may be awarded to the opposite party or parties pursuant to Minn. Stat. § 549.211.

/s/ Rebecca Stillman
REBECCA STILLMAN