

**IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA  
CIVIL DIVISION**

**DISTRICT OF COLUMBIA,**

**Plaintiff,**

**v.**

**BILINGUAL TEACHER EXCHANGE, et al.,**

**Defendants.**

**2019 CA 002088 B**

**2020 CA 002513 B**

**(Consolidated)**

**Judge Yvonne Williams**

**JUDGMENT BY CONSENT**

Plaintiff District of Columbia, by and through its Office of Attorney General’s (“OAG”) Office of Consumer Protection (the “District”), brought this action for violations of the District of Columbia Consumer Protection Procedures Act, D.C. Code § 28-3901, *et seq.* (“CPPA”), Interest and Usury Law, D.C. Code §§ 28-3301, *et seq.*, Wage Theft Amendment Act, D.C. Code § 32-1301, *et seq.*; and the District’s Nonprofit Corporation Act (“NCA”), D.C. Code § 29-401.01, *et seq.* On February 5, 2024, the District, Defendant Earl Francisco Lopez, (“Lopez”), and Counter-Defendant Samuel Cuadro (“Cuadro”) (collectively the “Parties”) filed a Consent Motion for Entry of Consent Judgment (“Consent Motion”) pursuant to Rule 68-I(c). Super. Ct. Civ. R. 68-I(c). The Consent Motion was signed by all Parties and requests disposition of this matter in its entirety in accordance with its terms. Having found that the Parties have satisfied Rule 68-I(c), the Court shall grant the instant Consent Motion.

Accordingly, it is on this 7<sup>th</sup> day of February, 2024, hereby,

**ORDERED** the instant Consent Motion for Entry of Consent Judgment is **GRANTED**; and it is further

**ORDERED** that the Court shall enter **JUDGMENT BY CONSENT**, in accordance with the terms below:

## **THE PARTIES**

1. Plaintiff the District of Columbia, a municipal corporation empowered to sue and be sued, is the local government for the territory constituting the permanent seat of the government of the United States. The District is represented by and through its chief legal officer, the Attorney General for the District of Columbia. The Attorney General has general charge and conduct of all legal business of the District and all suits initiated by and against the District and is responsible for upholding the public interest. D.C. Code § 1-301.81(a)(1). The Attorney General is specifically authorized to enforce the District's consumer protection laws, including the CPPA, pursuant to D.C. Code § 28-3909.

2. Defendant Lopez is an individual, who, through Ives Hall Consulting Group ("IHC") and programs Bilingual Teacher Exchange ("BTE"), Bilingual Teacher Exchange Program ("BTEP") that operated under the Bert Corona Leadership Institute ("BCLI"), doing business under the trade name Custom Education Partners, ("Corporate Defendants") recruited teachers from other countries to come to the District and other states to teach in local schools.

3. Counter Defendant Cuadro is a teacher who was recruited to teach in the United States by Defendant Lopez.

## **DEFINITION**

4. "Consumer" shall mean a person who receives goods or services for personal, household or family purposes, including, but not limited to, professional development, training, or education. For the purposes of this Consent Order, the definition of "Consumer" does not include educational institutions or businesses.

## **FACTS**

5. The Court has jurisdiction over this matter.

6. The District filed its Complaint in *District of Columbia v. BTE, BTEP, IHC, BCLI*, and Defendant Lopez (collectively “Defendants”) in the Superior Court for the District of Columbia.

7. The District’s Complaint alleges that Lopez and the Corporate Defendants engaged in deceptive practices in violation of the District’s CPPA, including as set forth in D.C. Code §§ 28-3904 (a), (b), (e), (e-1), (r), (dd) and (ff), in its offer and provision of services to teachers that it recruited from other countries to teach in the United States.

8. Specifically, the District alleges that Defendants misrepresented that they were the teachers’ State Department Sponsor and had the ability to terminate or affect a teacher’s J-1 Visa status, misrepresented that a teacher’s continued employment with a school was contingent on renewing the teacher’s contract with Defendants, and misrepresented the extent of the onboarding and other support services that Defendants would provide.

9. The District further alleges that Defendants failed to identify that only International Teacher Exchange Services, and not Defendants, made all entries into the U.S. government’s Student and Exchange Visitor Information System, or SEVIS, and had all contact with the State Department on behalf of the teachers.

10. Additionally, the District alleges that Defendants charged unconscionably high fees for the services that they offered to the teachers.

11. On July 18, 2022, the District received partial summary judgment on its claims that Defendants imposed usurious late fees and violated the NCA, and that Defendant Lopez was individually liable for the claims for which the other Defendants are found liable.

12. On December 1, 2023, the Court entered a Default against the Corporate Defendants.

13. Mr. Lopez denies any misrepresentations regarding sponsorships or affiliations with the State Department sponsor and asserts that he acted within DOS Program Regulation at 22 CFR 62.24 under the guidance and administration of International Teacher Exchange Services (ITES). Mr. Lopez asserts that he worked in cooperation with the District of Columbia Public Schools. Mr. Lopez denies the allegations in the Complaint and denies that he has violated any law or engaged in any deceptive or unfair practices.

14. Furthermore, this settlement agreement is not an admission of guilt of any kind and only reflects a settlement to an ongoing five-year legal dispute.

15. The Parties have agreed to the relief set forth in this Consent Order in order to fully resolve this matter.

**RESOLUTION OF DISTRICT OF COLUMBIA v. LOPEZ, 2019 CA 002088 B**  
**INJUNCTION**

16. Unless Lopez, or a company he owns or controls, becomes a State Department designated sponsor, Lopez will permanently refrain from offering to assist teachers from other countries to come to the United States to teach in District of Columbia schools.

17. Unless Lopez, or a company he owns or controls, becomes a State Department designated sponsor, Lopez will permanently refrain from recruiting overseas teachers to teach in District of Columbia schools.

18. Unless Lopez, or a company he owns or controls, becomes a State Department designated sponsor, Lopez will permanently refrain in any business that he conducts in the District of Columbia from making any representations about his ability to assist persons with visas or employment in the United States.

19. If Lopez resumes conducting business in the District of Columbia over the next five years, he must submit his contracts and agreements with Consumers to the Office of the Attorney

General for the District of Columbia at a designated email address. If Lopez is using a standard form contract with Consumers, he may submit one form contract as well as information indicating the number of Consumers who have signed that form contract each year, and the fees and charges paid by those Consumers. Lopez will submit that information annually on June 1<sup>st</sup> of each year, commencing in 2024.

20. Lopez is permanently enjoined from collecting or attempting to collect any payment from any teachers who signed a contract with any Defendant in this action.

21. Lopez is permanently enjoined from bringing any actions against teachers who signed contracts with any Defendant in this action based upon statements or writings made by the teachers concerning the activities of the Defendants in this matter.

22. If Lopez ever resumes conducting business in the District of Columbia, he must operate his business in compliance with all applicable laws and regulations of the District of Columbia.

23. Lopez shall not engage in any unfair, deceptive, or unlawful trade practice prohibited by the District's CPPA, D.C. Code §§ 28-3901, *et seq.*

24. Lopez shall not make any misrepresentation of material fact that has a tendency to mislead related to his interactions with consumers in the District of Columbia.

25. Lopez shall not fail to state a material fact, the omission of which tends to mislead as it relates to his interactions with consumers in the District Columbia.

26. Lopez shall not engage in any act in violation of the District's Nonprofit Corporations Act, D.C. Code § 29-401 *et seq.*

27. Lopez shall not engage in any act in violation of the Wage Theft Act, D.C. Code § 32-1301, *et seq.*

28. Lopez shall not engage in any act in violation of the Usury Act, D.C. Code, § 28-3310.

**MONETARY TERMS AND CONDITIONS**

29. Judgment is entered jointly and severally against Defendants Lopez, Bilingual Teacher Exchange, Bilingual Teacher Exchange Program, Bert Corona Leadership Institute, and Ives Hall Consulting, in the amount of \$1,000,000. All but \$30,000 of the Judgment entered against Defendants is suspended conditioned upon Defendant Lopez's annual submission of documentation substantiating his inability to pay and compliance with the terms of this Consent Order.

30. Lopez will pay \$30,000 to the District in five annual payments of \$6,000 commencing on September 17, 2024, and concluding on September, 2028. Payment shall be made either by wire transfer or certified check made out to the D.C. Treasurer and delivered to the District consistent with instructions from the Office of the Attorney General. The District may use any portion of the funds that it receives for any lawful purposes, including, but not limited to, restitution, attorneys' fees, and other costs of investigation and litigation; placement of this payment in the District's restitution fund or litigation support fund; or for other uses permitted by District law, at the sole discretion of the Attorney General for the District of Columbia.

31. Each year, commencing on May 1, 2025, and ending on May 1, 2028, Lopez will submit to the District a copy of his previous year's personal and business tax returns, personal and business bank statements for January and June of that year, and completed copies of the District's Personal and Business Financial Disclosure forms.

32. The District acknowledges receipt of Lopez's submission of such information in 2023.

33. If at any time prior to September 17, 2028, Lopez's gross income exceeds \$30,000, he will pay one-half of the amount of gross income over \$30,000 to the District towards satisfaction of the full Judgment amount. Such payments will be in addition to those required under Paragraph 31 above.

34. In agreeing to the payment terms as set forth herein, the District has relied upon Defendants' sworn financial disclosures and representations of financial inability to pay. The Parties agree that if those disclosures or representations are proven untrue or inaccurate, it shall constitute a violation of this Consent Order and the suspension of Defendants' obligation to pay the full judgment amount shall terminate and the full judgment amount shall be immediately due.

35. Either Defendant's failure to make the payments as required under this Consent Order or Defendant's violation of the Injunctive terms of this Consent Order will terminate the suspension of Defendant's obligation to pay the full judgement amount, and payment of the full judgment amount shall be immediately due.

36. The parties agree that the Judgment against Defendant Lopez shall not be dischargeable in any bankruptcy proceeding filed by Defendant Lopez.

### **RELEASES**

37. This Consent Order finally disposes of all claims and issues by the Parties that have been raised, or could have been raised, by either party based on the conduct and time period alleged in the Complaint in this lawsuit.

38. The District shall release Defendants from all claims that the District asserted or could have asserted under the CPPA based on the facts alleged in the Complaint.

39. Defendants shall release the District from all claims that Defendant raised, or could have raised, against the District in this lawsuit.

**RESOLUTION OF LOPEZ V. CUADRO, 2020 CA 002513**

40. On January 5, 2024, the Court dismissed Bert Corona Leadership Institute's Complaint against Samuel Cuadro, and denied Defendant Cuadro's Motion for Judgment on the Pleadings with respect to Plaintiff Lopez.

41. Earl Francisco Lopez and Samuel Cuadro agree to the relief in this Consent Order to fully resolve the matter.

42. Defendant Lopez agrees to dismiss his complaint against Samuel Cuadro in D.C. Superior Court Case No. 2020 CA 002513 within two (2) days of the Effective Date of this Consent Order.

43. Mr. Cuadro agrees that he shall not make any public unsolicited unflattering statements or comments about Mr. Lopez or publicly post unflattering images of Mr. Lopez or make unflattering public statements regarding the consolidated cases (2019 CA 002088 B and 2020 CA 002513).

44. Any breach of this paragraph by Mr. Cuadro will not be imputed to the District of Columbia but may constitute a breach of the settlement agreement by Mr. Cuadro.

**GENERAL PROVISIONS**

45. A breach of Defendant Lopez's agreement with Samuel Cuadro in D.C. Superior Court Case No. 2020 CA 002513, as set forth in the preceding paragraphs, shall constitute a breach of Defendant Lopez's agreement with the District of Columbia.

46. The Parties may apply to the Court to modify this Consent Order by agreement at any time.



47. This Court retains jurisdiction of this Consent Order and the Parties for the purpose of enforcing this Consent Order and for the purpose of granting such additional relief as may be necessary and appropriate.

48. The “Effective Date” shall be the date on which the Court enters this Consent Order.

49. All notices sent pursuant to this Consent Order shall be provided to the following address via first class and electronic mail, unless a different address is specified in writing by the party changing such address:

Wendy J. Weinberg  
Senior Assistant Attorney General  
Kevin Vermillion, Deputy Director  
Office of the Attorney General  
400 Sixth Street, N.W., 10<sup>th</sup> Floor  
Washington, D.C. 20001  
[Wendy.weinberg@dc.gov](mailto:Wendy.weinberg@dc.gov)  
[Kevin.Vermillion@dc.gov](mailto:Kevin.Vermillion@dc.gov)

For the Plaintiff District of Columbia

Earl Francisco Lopez  
877 Forestville Meadows Dr.  
Great Falls, VA 22066  
[francisco@lgadvising.com](mailto:francisco@lgadvising.com)

Defendant Earl Francisco Lopez

50. In entering into this Consent Order, the Parties are neither extinguishing any rights otherwise available to Consumers nor creating any right not otherwise available under the laws of the District of Columbia.

51. Defendants shall not cause or encourage any third-parties, or knowingly permit third-parties acting on their behalf, to engage in any practices from which Defendants are prohibited by this Consent Order.

52. Defendants shall not participate, directly or indirectly, in any activity, or form any corporate entity or corporation for the purpose of circumventing any part of this Consent Order or the spirit or purpose of this Consent Order.

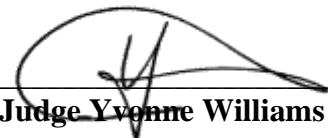
53. Any failure by any party to this Consent Order to insist upon the strict performance by any other party of any of the provisions of this Consent Order shall not be deemed a waiver of any of the provisions of this Consent Order, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Consent Order.

54. This Consent Order represents the full and complete terms of the settlement entered by the Parties. In any action undertaken by the Parties, neither prior versions of this Consent Order nor prior versions of any of its terms that were not entered by the Court in this Consent Order may be introduced for any purpose whatsoever; and it is further

**ORDERED** that this Consent Order constitutes a final order for 2019 CA 002088 B and 2020 CA 002513 B; and it is further

**ORDERED** that 2019 CA 002088 B and 2020 CA 002513 B are **CLOSED**.

**IT IS SO ORDERED.**

  
**Judge Yvonne Williams**

Date: February 7, 2024

Copies to:

Wendy Weinberg  
Kevin Vermillion  
Adam Teitelbaum  
Christopher Pascual  
Rhonda Tildon  
*Counsel for Plaintiffs*

Gaule L. Terry

*Counsel for Defendant Samuel Cuadro*

Earl Fransisco Lopez  
*Pro Se Defendant*