

**IN THE DISTRICT COURT OF EL PASO COUNTY, TEXAS
327TH JUDICIAL DISTRICT**

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| THE STATE OF TEXAS | § | |
| | § | |
| Plaintiff | § | |
| | § | |
| v. | § | CAUSE NO. 2005 - 823 |
| | § | |
| JESUS CARRUTH SANDOVAL, Individually | § | |
| and d/b/a IMMIGRATION LEGAL CLINIC | § | |
| | § | |
| Defendant | § | |

AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION

TO THE HONORABLE JUDGE OF SAID COURT:

On this date, came for hearing the agreement of the parties in the above entitled and numbered cause, in which THE STATE OF TEXAS is Plaintiff and JESUS CARRUTH SANDOVAL is Defendant.

1. Plaintiff, State of Texas, has filed its Original Petition in this cause seeking a temporary and permanent injunction against JESUS CARRUTH SANDOVAL, individually and d/b/a IMMIGRATION LEGAL CLINIC. This case is brought pursuant to a complaint made with regard to certain advertising published by Defendant, although there are no individual complaining consumers.

STIPULATIONS

2. The parties wish to make the following stipulations and agree to the entry of this Agreed Final Judgment and Permanent Injunction:

- a. It is stipulated that the parties have compromised and settled all claims stated by Plaintiff STATE OF TEXAS in this cause.
 - b. The State alleges that Defendant is violating § 17.46(a) and (b) of the Deceptive Trade Practices--Consumer Protection Act, TEX. BUS. & COM. CODE ANN. § 17.41 *et seq.* (“DTPA”) by falsely holding out that he is licensed to practice law in the State of Texas, and that Defendant is violating TEX. GOV. CODE §406.017 (the “Notary Statute”) by using a Spanish translation of the term “Notary Public”, although the State does not allege that Defendant himself is a Notary Public.
 - c. It is further stipulated that Defendant’s agreement to this Agreed Final Judgment and Permanent Injunction is not, and shall not be construed as, an admission of any wrongdoing or liability; and that Defendant denies all allegations contained in the State’s pleadings; and that the parties have consented to the entry of this Agreed Final Judgment and Permanent Injunction, without trial or adjudication of any issue of fact or law, solely in an effort to avoid the expense, burden, and uncertainty of litigation.
3. The Court then proceeded to read the pleadings and stipulations of the parties, and the Court determined that the parties agreed to the entry of this Judgment in the 327th District Court of El Paso County, Texas and that they have approved the entry of this Judgment.

INJUNCTION

4. **IT IS THEREFORE ORDERED** that Defendant JESUS CARRUTH SANDOVAL, Individually and d/b/a IMMIGRATION LEGAL CLINIC, and his agents, servants, relatives, employees, attorneys and any other persons in active concert or participation with him who receive actual notice of this order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other device, shall be restrained from engaging in the

following acts or practices:

- a. operating as an attorney authorized to practice immigration law when he is not an “attorney” as that term is defined by 8 C.F.R. §1.1(f), i.e., that he is a member in good standing of the bar of the state of Ohio, but that he is under an order of a court of New Mexico suspending him from practicing law;
- b. advertising or offering services relating to representing individuals in immigration matters when he is not an “attorney” as that term is defined by 8 C.F.R. §1.1(f);
- c. advertising that there is a “new immigration reform policy” between the United States and Mexico, when there is not;
- d. holding himself out as an attorney at law able to act as an attorney in immigration matters and thereby causing misunderstanding as to certification by the State Bar of Texas, unless Defendant discloses that he is licensed by the State of Ohio, and not Texas, and that he is not an "attorney" as defined by 8 C.F.R. §1.1(f) i.e., that he is a member in good standing of the bar of the state of Ohio, but that he is under an order of a court of New Mexico suspending him from practicing law;
- e. providing advice on immigration matters, thereby representing that the services provided have approval or characteristics which they do not have when he is not an “attorney” as that term is defined by 8 C.F.R. §1.1(f);
- f. offering to give advice on how to adjust the immigration status of consumers, thereby representing that his services are of a particular standard, quality, or grade when they are of another, when he is not an “attorney” as that term is defined by 8 C.F.R. §1.1(f);
- g. failing to disclose that he is not an "attorney" as defined by 8 C.F.R. §1.1(f), i.e., that he is a member in good standing of the bar of the state of Ohio, but that he is under

an order of a court of New Mexico suspending him from practicing law;

h. failing to disclose that he is not authorized to receive money as a fee because of or in consequence of acting as an attorney under 8 C.F.R. §1.1(f), i.e., that he is a member in good standing of the bar of the state of Ohio, but that he is under an order of a court of New Mexico suspending him from practicing law;

i. stating or implying that he is an attorney licensed to practice immigration law in Texas unless he is qualified to act as such under 8 C.F.R. §1.1(f), i.e., that he is a member in good standing of the bar of the state of Ohio, and that he is not under an order of a court of New Mexico suspending him from practicing law, if such is the case, when he is not an “attorney” as that term is defined by 8 C.F.R. §1.1(f);

j. soliciting or accepting compensation to represent the interest of another in a judicial or administrative proceeding, including a proceeding relating to immigration to the United States, United States citizenship, or related matters;

k. soliciting or accepting compensation to obtain relief of any kind on behalf of another from any officer, agency, or employee of Texas or the United States as a result of being an "attorney" as that term is defined in 8 C.F.R. §1.1(f), i.e., that he is a member in good standing of the bar of the state of Ohio, and that he is not under an order of a court of New Mexico suspending him from practicing law, if such is the case;

l. using the phrase “notario” or “notario publico” in connection with the offer of services to the public;

m. advertising the services of a notary public in a language other than English, but not posting or otherwise including with the advertisement a notice as required by Texas Government Code §406.017; and

n. representing, directly or by implication, that this Court or the Office of the Attorney General has approved any service sold or offered for sale by Defendant, or has approved any business practice of Defendant.

This Order does not preclude Defendant from filling out forms or Applications for individuals seeking relief or benefits from the federal immigration authorities provided Defendant complies with all of the disclosure and other requirements of this Order.

**RESTITUTION, CIVIL PENALTIES,
ATTORNEYS FEES AND COSTS OF COURT**

5. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the STATE OF TEXAS shall have judgment against JESUS CARRUTH SANDOVAL as civil penalties payable to the State of Texas, the total sum of \$500.00

6. **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the State of Texas shall have judgment against JESUS CARRUTH SANDOVAL in the amount of \$500.00 as attorney's fees.

7. The judgment amounts shall be tendered by Defendant in the form of money orders or cashier's checks made payable to the State of Texas, bearing Attorney General No. 041912619.

8. THE FOLLOWING PROVISION IS CONTINGENT ONLY, DOES NOT CONSTITUTE A PRESENT JUDGMENT AGAINST RESPONDENT, AND WILL ONLY BECOME EFFECTIVE IF THE TERMS SET FORTH IN THIS PARAGRAPH 8 ARE FOUND TO BE TRUE. It is agreed that the State's agreement to and the Court's approval of this Agreed Final Judgment and Permanent Injunction are expressly premised upon the truthfulness, accuracy, and completeness of the financial statements and information provided by Defendant and his counsel to the State. If, upon petition by the State in a new cause, a District Court or County Court at Law

in the State of Texas finds that any of such financial statements failed to disclose non-exempt assets the value of which was sufficient to satisfy a judgment in the amount of \$45,000.00 as of May 1, 2005 or materially misrepresented the value of Defendant' income and assets so as to indicate his inability to satisfy a judgment in the amount of \$45,000.00 as of May 1, 2004, judgment in that amount may be entered against Defendant in the new cause, as prayed for in Plaintiff's Petition in this action; *provided however*, that in all other respects this Agreed Final Judgment and Permanent Injunction shall remain in full force and effect unless otherwise ordered by the Court; and *provided further*, that proceedings instituted under this Paragraph are in addition to, and not in lieu of, any other civil or criminal remedies available by law. Solely for the purposes of enforcing this Paragraph, Defendant waives any right to contest any of the allegations set forth in the Petition filed in the new cause.

9. Respondent further agrees that for six months from the date this Judgment is entered by the court, Respondent will provide restitution to any consumer who files a complaint with the Office of the Attorney General of Texas complaining that he or she paid the Respondent to fill out immigration related documents on their behalf and that the Immigration and Naturalization Service (INS) or the Bureau of Citizenship and Immigration Services (BCIS) either did not receive the documents or did not accept them. The Office of the Attorney General of Texas will notify the Respondent in writing as to which consumers are eligible for restitution under this provision of the Judgment and will also indicate to the Respondent how much restitution each of these consumers are due. Once the Office of the Attorney General of Texas notifies the Respondent of the name of a consumer who is owed restitution, the Respondent will have thirty calendar days from the date he is provided such written notice to provide restitution to the consumer. All restitution payments shall be tendered by the Respondent in the form of a certified or cashier's check and should be made

payable to the individual consumer. These checks should be hand-delivered or sent by overnight mail to the undersigned attorney for the Office of the Attorney General, Consumer Protection and Public Health Division.

SIGNED this _____ day of June, 2005.

JUDGE PRESIDING

APPROVED AS TO FORM:

JAMES A. DAROSS
Attorney for Plaintiff

DAVID J. KIMMELMAN
Attorney for Defendant

AGREED:

JESUS CARRUTH SANDOVAL