

CAUSE NO. 99995-D

THE STATE OF TEXAS,
Plaintiff

IN THE DISTRICT COURT OF

V.

CLARA ISELA HERNANDEZ,
Individually and d/b/a CLARA'S
MULTI SERVICIOS
Defendant

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POTTER COUNTY, TEXAS

300th JUDICIAL DISTRICT

AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION

CAME ON TO BE CONSIDERED this day the above entitled and numbered cause in which the STATE OF TEXAS, acting by and through Attorney General of Texas, Greg Abbott and his Consumer Protection and Public Health Division (State), is PLAINTIFF, and in which CLARA ISELA HERNANDEZ, Individually, and d/b/a CLARA'S MULTI SERVICIOS, is DEFENDANT. The State appeared by and through its Attorney General Greg Abbott and his assistant. Defendant appeared by and through her counsel of record. The parties announced that they have consented to the entry of this Agreed Final Judgment and Permanent Injunction (Judgment), and entering an appearance hereby if not otherwise, waiving the making or a further record other than this Judgment and before the taking of any testimony in this cause, jointly move that the Court approve and enter this final Judgment.

STIPULATIONS

It is stipulated by and between the parties that the State and Defendant have fully compromised and settled all of the State's claims against Defendant stated in Plaintiffs Original Petition for Civil Penalties and Injunctive Relief filed in this Cause, and that the

Agreed Final Judgment and Permanent Injunction
State v. Clara Hernandez d/b/a Clara's Multi Servicios

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POTTER COUNTY, TEXAS
DEPUTY

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State and Defendant do not contest the entry of and do consent and agree to the entry of this Judgment without trial, further hearing or further adjudication of any issue of fact or law.

It is stipulated by and between the parties that all conditions precedent to the State's claim for relief have been performed or have occurred.

It is specifically stipulated by and between the parties; that they understand this Judgment its provisions and its obligations; that they are aware of the duties placed upon them by it and are desirous and capable of carrying out those duties in full; that they have had benefit of or opportunity for legal counsel; that they waive all rights to appeal from this Judgment; that they have actively participated in negotiations leading to this agreed Judgment that this agreement is freely and voluntarily made without duress; that this agreement is made because of the uncertainty and costs of litigation; that this settlement between the parties is fair, reasonable and just; that this agreed Judgment is in accord with the Texas Deceptive Trade Practices Act (DTPA) as well as all other applicable law and is proper in all respects; that this Judgment is final as to all parties and matters before the Court in this cause; that they acknowledge receipt and acceptance of copies of this Judgment and have full notice of the terms of this Judgment; that the issuance and service of a Writ of Injunction are waived; that the indebtedness of the Defendant to the State of Texas for civil penalties as specified herein is non-dischargeable pursuant to 11 U.S.C. § 523 (a)(7); and, that the terms of this Judgment are sufficiently detailed and specific to be enforceable by the Court as per TEXAS RULES OF CIVIL PROCEDURES 683 and 692.

It is stipulated by and between the parties that this Judgment as entered constitutes the record of this cause for all purposes and that the making of a further record in this cause is waived.

It is stipulated by and between the parties that this Court has jurisdiction of this matter and that venue is proper in Potter County, Texas.

It is stipulated by and between the parties that Defendant has been or is engaged in "trade" and "commerce" as defined by Section 17.45(6) of the DTPA as she operated or operates a multi-service business to consumers within the State of Texas that includes tax preparation, notarial services and assistance with immigration forms.

It is acknowledged that the Attorney General of the State of Texas has asserted that by reason of the institution and operation of the unlawful practices alleged in this cause, Defendant has and will cause injury, loss, and damage to the State of Texas and its citizens, and will also cause adverse effects to legitimate business enterprise, which conducts its trade and commerce in a lawful manner in this State. Therefore, the Attorney General of the State of Texas believes and is of the opinion that these proceedings are in the public interest.

It is acknowledged that the Defendant has entered into this agreed Judgment without admitting or conceding any liability and without admitting to any violations of law or wrong doing of any kind.

It is stipulated by and between the parties that it would be in the best interest of the parties if the Court approved this settlement and rendered judgment accordingly.

FINDINGS

THE COURT FINDS, having reviewed the pleadings and stipulations of the parties and it appearing to the Court that the State and the Defendant agree to and have approved the entry of this Agreed Final Judgment and Permanent Injunction, that said agreement should be approved, and accordingly this Judgment should be entered by the Court.

THE COURT FINDS that it has jurisdiction under the provisions of the Texas Deceptive Trade Practices-Consumer Protection Act (DTPA), (TEX. BUS. & COM. CODE §§ 17.41 *et seq.*), over the subject matter and over all parties to this action.

THE COURT FINDS that Plaintiffs Original Petition for Civil Penalties and for Injunctive Relief alleges violations of the DTPA §§ 17.41 *et seq.*, and states a claim upon which injunctive relief can be granted against Defendant, and that the State has authority to seek the relief it has requested.

THE COURT FINDS that venue of this matter is proper in Potter County because Defendant conducted business in Potter County and a substantial part of the events or omissions giving rise to this law suit occurred in Potter County, Texas.

THE COURT FINDS that Defendant may have and may be violating § 17.46(a) or (b) of the DTPA, by engaging in the business as an immigration services provider without a license, an attorney or accreditation by the Board of Immigration Appeals (8 C.F.R. § 292) and further that unless Defendant is enjoined from the acts prohibited below, Defendant may continue to improperly assist consumers with immigration matters and other services for a fee. It appears, that unless Defendant is enjoined from the acts prohibited below, Defendant may continue to commit such acts. Such continued violations of the DTPA and other law may well cause consumers to irreparably lose money through misrepresentations and unauthorized immigration transactions.

DEFINITIONS

IT IS ORDERED, ADJUDGED AND DECREED that for the purposes of this Judgment the following definitions will apply:

1. "Defendant" or "Defendants", whether singular or plural, means CLARA ISELA HERNANDEZ. Individually, and d/b/a CLARA'S MULTI SERVICIOS, and her successors, assigns, officers, agents, subcontractors, servants, employees, corporations and any other persons in active concert or participation with them.

2. Whenever reference is made to "Defendant's" acts, it is meant that Defendant jointly and severally performed or participated in such acts or thing or that such acts were performed by the officers, agents, or employees of Defendant, and in each instance, the officers, agents, servants or employees of said Defendant were then authorized to and did in fact, act on behalf of Defendant or otherwise acted under the guidance and direction of Defendant.

3. Whenever reference is made to Defendant's liability or duties, it is meant that Defendant, individually, jointly and severally, is liable and responsible for the full performance of all such obligations, payment and performance of duties.

4. "Person" means an individual sole proprietorship, firm, partnership, corporation, association, joint venture or other group, or business entity, however organized.

5. "Representing," "selling," "marketing," "promoting," "advertising," or "soliciting" means any type of contact with a person or entity for the purpose of promotion of business, offer of goods or services, or requesting, persuading, or seeking any type of compensation, contribution, sponsorship, or anything of value from said person or entity for any reason whatsoever, personally or by means of any medium including through use of the Internet.

6. "DTPA" means the Texas Deceptive Trade Practices -Consumer Protection Act. TEX. BUS. & COM. CODE ANN. § 17.41 *et seq.*

7. "C.F.R." means the CODE OF FEDERAL REGULATIONS.

8. "BIA" means the Board of Immigration Appeals.

9. "Consumer" means an individual, partnership, corporation, or entity of any kind, including this state, or a subdivision or agency of this state who seeks or acquires, by purchase or lease, any goods or services.

10. The business of "immigration services provider" means immigration assistance services to consumers including, but not limited to, counseling or advising, preparing or selecting official forms or documents for the purpose of applying for or obtaining immigration or other visa's, permits or waivers, naturalization or citizenship, travel or residency permits, or related legal documents of any type or form for a fee.

11. The "practice of law" means the preparation of a pleading or other document incident to an action or special proceeding or the management of the action or proceeding on behalf of a client before a judge or judicial officer in a court or administrative tribunal as well as a service rendered out of court, including the giving of advice or the rendering or any service requiring the use of legal skill or knowledge, such as preparing a will, contract, or other instrument, the legal effect of which under the facts and conclusions involved must be carefully determined.

PERMANENT INJUNCTION

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendant, her officers, agents, servants, successors, assigns, employees, subcontractors, corporations, representatives and any other persons in active concert or participation with her, are permanently restrained and enjoined from making representations, doing the acts, and engaging in the unlawful practices set out in the preceding paragraphs as well as from

making the following representations and doing the following acts and engaging in the following practices and conduct of trade or commerce within the State of Texas as follows:

A. Transferring, concealing, withholding, destroying, mutilating, altering, falsifying or removing from the jurisdiction of this Court any books, records, documents, invoices, receipts or other written materials relating to Defendant's business, during the pendency of this suit, which currently or hereafter are in Defendant's possession, custody, or control except in response to further orders or subpoenas in this cause;

B. Operating a business or conducting business that provides immigration services or a legal document preparation service until Defendant is able to fully comply with applicable law by becoming a licensed attorney, a properly supervised law student, or by becoming accredited by the U. S. Board of Immigration Appeals;

C. Advertising, marketing, promoting, offering for sale, selling or providing an immigration service or a legal document preparation service until Defendant is able to fully comply with applicable law by becoming a licensed attorney, a properly supervised law student, or by becoming accredited by the U.S. Board of Immigration Appeals;

D. Accepting or soliciting money or valuable consideration for performing an immigration service or a legal document preparation service until Defendant is able to fully comply with applicable law by becoming a licensed attorney, a properly supervised law student, or by becoming accredited by the U.S. Board of Immigration Appeals;

E. Accepting money or valuable consideration from any person seeking assistance to obtain a benefit under United States immigration laws for himself/herself or any other person until Defendant is able to fully comply with applicable law by becoming a licensed attorney, a properly supervised law student, or by becoming accredited by the U.S. Board of Immigration Appeals;

F. Advising or counseling any person whether or not to file a petition, application, or other form to obtain a benefit under United States immigration laws for himself/herself or any other person until Defendant is able to fully Comply with applicable law by becoming a licensed attorney, a properly supervised law student, or by becoming accredited by the U.S. Board of Immigration Appeals;

G. Selecting, preparing, or completing for any other person a pleading, document, or other form incident to legal actions or United States immigration proceedings until Defendant is able to fully comply with applicable law by becoming a licensed attorney, a properly supervised law student, or by becoming accredited by the U.S. Board of Immigration Appeals;

H. Representing or holding herself out, by any means, to the public as an "immigration specialist," "immigration counselor," or "immigration service provider" and by any title or designation incorporating the word "immigration" or an abbreviation thereof

until Defendant is able to fully comply with applicable law by becoming a licensed attorney, a properly supervised law student, or by becoming accredited by the U.S. Board of Immigration Appeals;

I. Stating or implying that Defendant is an attorney licensed to practice law, including immigration law, in this state unless Defendant is a member of the State Bar of Texas;

J. Representing, directly or by implication, that Defendant has the skill expertise, or competence to handle immigration or legal matters until Defendant is able to fully comply with applicable law by becoming a licensed attorney, a properly supervised law student, or by becoming accredited by the U.S. Board of Immigration Appeals;

K. Representing, directly or by implication, that Defendant can obtain legal status, a work permit, or other benefit under United States immigration laws for a person who purchases her services until Defendant is able to fully comply with applicable law by becoming a licensed attorney, a properly supervised law student, or by becoming accredited by the U.S. Board of Immigration Appeals;

L. Practicing law, including immigration law, in the State or Texas while not being a member of the State Bar of Texas;

M. Advising or counseling any person as to matters of law or legal rights under state or federal laws, rules, and/or regulations, including but not limited to, matters relating to legal actions or United States immigration proceedings until Defendant is able to fully comply with applicable law by becoming a licensed attorney, a properly supervised law student, or by becoming accredited by the U.S. Board of Immigration Appeals;

N. Accepting or soliciting money or valuable consideration for advising or counseling any person as to matters of law or legal rights under state or federal laws, rules, and/or regulations, including but not limited to, matters relating to legal actions or United States immigration proceedings until Defendant is able to fully comply with applicable law by becoming a licensed attorney, a properly supervised law student, or by becoming accredited by the U.S. Board of Immigration Appeals;

O. Advertising, marketing, promoting, offering for sale, selling or providing the services of a notary public in a language other than English, whether by signs, pamphlets, stationery, or other written communication or by radio or television or Internet, without posting or otherwise including with the advertisement a notice which must include the fees that a notary public may charge and the following statement in English and in the language of the advertisement and in letters of a conspicuous size:

**"I AM NOT AN ATTORNEY LICENSED TO PRACTICE LAW IN TEXAS
AND MAY NOT GIVE LEGAL ADVICE OR ACCEPT FEES FOR LEGAL
ADVICE.";**

P. Accepting money or valuable consideration for performing a notarial service while advertising the services of a notary public in a language other than English without complying with the disclosure requirements of "O" above;

Q. Representing, directly or by implication, that this Court, the Bureau of Citizenship & Immigration Services (also known as the Immigration and Naturalization Service), or the Office of the Attorney General has approved any good or service sold or offered for sale by Defendant, or approved of any of Defendant's business practices;

IT IS FURTHER ORDERED ADJUDGED AND DECREED that Defendant her officers, agents, servants, successors, assigns, employees, subcontractors, corporations, representatives and any other persons in active concert or participation with them be and are commanded to permanently comply with this Order from the date of entry.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that Defendant's attorneys, if any, shall deliver a copy of this Judgment to Defendant, or alternatively provide actual notice to said Defendant of the specific terms of this Judgment and Injunction, within ten (10) days of this order.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that Plaintiff the State of Texas is exempt from a bond under TEX. CIV. PRAC. & REM. CODE § 6.001 and TEX. BUS. & COM. CODE § 17.47(b) in connection with this Permanent Injunction.

MONETARY REMEDIES, CIVIL PENALTIES, FEES AND COSTS

IT IS FURTHER ORDERED. ADJUDGED AND DECREED that Plaintiff, the State of Texas, shall have and recover judgment, pursuant to section 17.47(c)(1), of the Texas Business and Commerce Code, against Defendant, CLARA ISELA HERNANDEZ, Individually, and d/b/a CLARA'S MULTI SERVICIOS, as a civil penalty, the sum of TWENTY THOUSAND AND NO/100THS DOLLARS (\$20,000.00). Defendant is jointly and severally liable for this

judgment amount and shall pay and deliver said sum instanter to the State of Texas as set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff, the State of Texas, shall have and recover judgment against Defendant, CLARA ISELA HERNANDEZ, Individually, and d/b/a CLARA'S MULTI SERVICIOS, as consumer restitution, the additional sum of TWO THOUSAND AND NO/100THS DOLLARS (\$2,000.00). Defendant is jointly and severally liable for this judgment amount and shall pay and deliver said sum to the State of Texas as set forth herein.

IT IS FURTHER ORDERED THAT any restitution monies collected pursuant to this judgment that remain undistributed after expiration of 365 days following the entry of this Judgment shall revert to the State of Texas and the total amount shall be credited to the general fund for programs approved by the supreme court that provide basic civil legal services to the indigent as per Tex. Gov't. Code § 402.007(b).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff the State of Texas, shall have and recover judgment against Defendant, CLARA ISELA HERNANDEZ, Individually, and d/b/a CLARA'S MULTI SERVICIOS, as reasonable attorney's fees, the additional sum of THREE THOUSAND AND NO/100THS DOLLARS (\$3,000.00). Defendant is jointly and severally liable for this judgment amount and shall pay and deliver said sum to the State of Texas as set forth herein.

IT IS FURTHER ORDERED. ADJUDGED AND DECREED that Defendant CLARA ISELA HERNANDEZ, Individually, and d/b/a CLARA'S MULTI SERVICIOS, shall pay all taxable costs of court in this cause. Defendant is jointly and severally liable for this judgment amount and shall pay and deliver said sum to the State of Texas as set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, except as otherwise provided herein, payment of the judgment amounts aforesaid is due upon entry of this Judgment and shall only be made by certified check or money order payable to the State of Texas, Office of the Attorney General delivered to the Office of the Attorney General Dallas Regional Office, 1412 Main Street, Suite 810, Dallas, Texas 75202-4065, and identified for proper accounting credit by this case Cause Number and OAG # 103217758.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that notwithstanding anything herein to the contrary, payment of EIGHTEEN THOUSAND AND NO/100THS DOLLARS (\$18,000.00), of the TWENTY THOUSAND AND NO/100THS DOLLARS (\$20,000.00) civil penalty judgment aforesaid is abated for a period of ten (10) years without any interest accruing thereon (the "Abated Judgment"), conditioned on Defendant's substantial and material compliance with the terms of the permanent injunction and other obligations ordered, including timely payment of the remaining monetary judgment amounts, whereupon said Abated Judgment sum shall be considered in all respects fully and completely paid. Consequently, if Defendant does not violate the terms of this Permanent Injunction during the ten (10) years of abatement, Defendants will never have to tender payment of the Abated Judgment of EIGHTEEN THOUSAND AND NO/100THS DOLLARS (\$18,000.00) to Plaintiff, the State of Texas. The remaining balance of TWO THOUSAND AND NO/100THS DOLLARS (\$2,000.00), of the TWENTY THOUSAND AND NO/100THS DOLLARS (\$20,000.00) civil penalty judgment aforesaid, shall be paid and delivered by Defendant to the State of Texas as set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that as agreed by and between the parties, Defendant shall make payment to the State of Texas of the total sums

due upon the entry of this Judgment by payment of \$1,000.00 on or before entry and payment of the balance remaining in not more than 18 equal monthly installment payments of \$333.33 each, due on the first day of each month following, until the total sum due upon entry of this Judgment is paid in full. A default in this agreed payment schedule shall be considered a failure to materially and substantially comply with the orders of the Court in this Judgment, whereupon the Abated Judgment shall be immediately due, owing and paid by Defendant to the State.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all costs of Court expended or incurred in this cause are taxed against the Defendant, for which let execution issue if not paid as billed.

OTHER RELIEF

IT IS FURTHER ORDERED ADJUDGED AND DECREED that if Defendant CLARA ISELA HERNANDEZ, Individually, and d/b/a CLARA'S MULTI SERVICIOS, does not fulfill, or only partially fulfills, these payment obligations, or violates the terms and conditions of this permanent injunction, the facts as alleged in the Plaintiffs Original Petition in this cause shall be taken as stipulated true by the Defendant in any subsequent litigation filed by the State to enforce its rights pursuant to this final Judgment, including, but not limited to, a non-dischargeability complaint in any subsequent bankruptcy proceeding.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that if the Defendant violates the terms and conditions of this permanent injunction, the Defendant may additionally be subject to damages, fines, or other penalties allowed by law, to be determined

by this Court, for the acts that constitute a violation of the terms and conditions of the permanent injunction.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the Clerk of the Court is authorized to and, upon request of the Plaintiff shall issue such Writ of Injunction and or writs of Execution or other process necessary to collect and enforce this Agreed Final Judgment and Permanent Injunction.

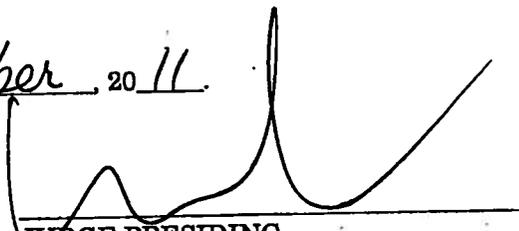
IT IS FURTHER ORDERED ADJUDGED AND DECREED that the parties may provide notice to the other regarding a change of address or make a written agreement between the parties regarding a change of address, place, time or manner of payment of the judgment amounts adjudged without such being deemed a material and substantial change of this Judgment.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the Court retains its jurisdiction to enforce this Agreed Final Judgment and Permanent Injunction.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the entry of this Agreed Final Judgment and Permanent Injunction does not affect the rights of individual consumers or citizens.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that all relief requested not expressly granted is denied.

SIGNED this 6th day of October, 2011.



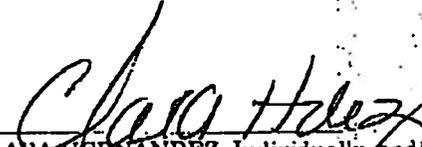
JUDGE PRESIDING

AGREED and APPROVED as to FORM and CONTENT and SUBMITTED for ENTRY:

ATTORNEY GENERAL OF TEXAS


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ATTORNEY FOR PLAINTIFF
THE STATE OF TEXAS


 CLARA HERNANDEZ, Individually and
 d/b/a CLARA'S MULTI SERVICIOS
 DEFENDANT


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