

CAUSE NO. 2015CI15877

THE STATE OF TEXAS,
Plaintiff

IN THE DISTRICT COURT

v.

PAUL A. ESQUIVEL, PLLC; PAUL
ESQUIVEL, PC; PAUL A. ESQUIVEL,
Individually; JCP LAW FIRM &
ASSOCIATES, PLLC; JCP LAW
OFFICE, PC; OLVIA MARTINEZ,
Individually, and JUAN CARLOS
PENAFLO, Individually,
Defendants

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37TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL VERIFIED PETITION AND APPLICATION FOR
TEMPORARY AND PERMANENT INJUNCTIONS**

Plaintiff, STATE OF TEXAS (hereinafter, "State"), acting by and through the Attorney General of Texas, KEN PAXTON, and on behalf of the public interest, complains of PAUL A. ESQUIVEL, PLLC, PAUL ESQUIVEL, PC, PAUL A. ESQUIVEL, Individually, [hereinafter "Esquivel Defendants"], JCP LAW FIRM & ASSOCIATES, PLLC, JCP LAW OFFICE, PC, OLVIA MARTINEZ, Individually, and JUAN CARLOS PENAFLO, Individually (hereinafter, "JCP Defendants"). The State alleges that all Defendants engaged in false, misleading and deceptive acts and practices in violation of section 17.46 of the Texas Deceptive Trade Practices Act, Tex. Bus. & Com. Code (hereinafter "DTPA") and section 301 of the Texas Business and Commerce Code.

I. DISCOVERY CONTROL PLAN

1. The discovery in this case is intended to be conducted under Level 2 pursuant to Texas Rule of Civil Procedure 190.3(a).
2. This case is not subject to the restrictions of expedited discovery under Texas Rule of Civil Procedure 169 because:

- a. The relief sought by the State includes non-monetary injunctive relief; and
- b. The State's claims for monetary relief including penalties, consumer redress, and attorney's fees and costs are in excess of \$100,000.00.

II. JURISDICTION

3. This enforcement action is brought by Attorney General Ken Paxton, through his Consumer Protection Division, in the name of the State and in the public interest, pursuant to the authority granted to him by section 17.47 of the DTPA, Tex. Bus. & Com. Code Ann. § 17.41 *et seq.* upon the ground that Defendants have engaged in false, deceptive, and misleading acts and practices in the course of trade and commerce as defined in, and declared unlawful by, sections 17.46(a)(b) of the DTPA.

4. In enforcement suits filed pursuant to section 17.47 of the DTPA, the Attorney General is further authorized to seek civil penalties, redress for consumers, and injunctive relief.

III. DEFENDANTS

5. Defendant Paul A. Esquivel is an individual who is doing or has done business in Texas as alleged specifically below and may be served with process at his residence located at 8820 Wild Wind Park, Garden Ridge, Comal County, Texas, 78266, his business located at 20210 Stone Oak Parkway, # 106, San Antonio, Texas 78258 or wherever he may be found.

6. Defendant Paul A. Esquivel, PLLC is a corporation which is doing or has done business in Texas as alleged specifically below and may be served with process by serving its registered agent Paul A. Esquivel at his residence located at 8820 Wild Wind Park, Garden Ridge, Comal County, Texas, 78266, his business located at 20210 Stone Oak Parkway, # 106, San Antonio, Texas 78258 or wherever he may be found.

7. Defendant Paul Esquivel, PC is a corporation which is doing or has done business in Texas as alleged specifically below and may be served with process by serving its registered agent Paul

A. Esquivel at his residence located at 8820 Wild Wind Park, Garden Ridge, Comal County, Texas, 78266, his business located at 20210 Stone Oak Parkway, # 106, San Antonio, Texas 78258 or wherever he may be found.

8. Defendant JCP Law Firm & Associates, PLLC is a corporation which is doing business in Texas as alleged specifically below and may be served with process by serving its registered agent Olivia Martinez at her residence located at 6505 Risinghill, Dallas, Texas 75248, her place of employment located at 1140 Empire Central Drive, Suite 400, Dallas, Texas 75247 or wherever she may be found.

9. Defendant JCP Law Office, PC is a corporation which is doing business in Texas as alleged specifically below and may be served with process by serving its registered agent Olivia Martinez at her residence located at 6505 Risinghill, Dallas, Texas 75248, her place of business located at 1140 Empire Central Drive, Suite 400 Dallas, Texas 75247 or wherever she may be found.

10. Defendant Olivia Martinez is an individual who is doing business in Texas as alleged specifically below and may be served with process at her residence located at 6505 Risinghill, Dallas, Texas 75248, her place of employment located at 1140 Empire Central Drive, Suite 400, Dallas, Texas 75247 or wherever she may be found.

11. Juan Carlos Penaflor is an individual who is doing business in Texas as alleged specifically below and may be served with process at his residence located at 664 Alcove Drive, Little Elm, Texas 75068, his place of employment located at 1140 Empire Central Drive, Suite 400, Dallas, Texas 75247 or wherever he may be found.

IV. VENUE

12. Venue of this suit lies in BEXAR County, Texas for the following reason:

A. Under section 17.47(b) of the DTPA, venue is proper because transactions made part of this suit occurred in Bexar County, Texas.

V. PUBLIC INTEREST

13. Plaintiff, State of Texas, has reason to believe that Defendants are engaging in, have engaged in, or are about to engage in, the unlawful acts or practices set forth below, that Defendants have, by means of these unlawful acts and practices, caused damage to and/or acquired money or property from persons, and that Defendants adversely affected the lawful conduct of trade and commerce, thereby directly or indirectly affecting the people of this State. Therefore, the Consumer Protection Division of the Office of the Attorney General of the State of Texas believes and is of the opinion that these proceedings are in the public interest.

VI. NOTICE BEFORE SUIT

14. Pursuant to Section 17.47 (a) of the Deceptive Trade Practices Act, contact has been made with the Defendants herein to inform them of the unlawful conduct alleged herein when they were issued Statutory Directives and appeared for sworn statements at the Offices of the Attorney General on July 1, 2015, July 8, 2015, and July 9, 2015.

VII. TRADE AND COMMERCE

15. Defendants have, at all times described below, engaged in conduct which constitutes “trade” and “commerce” as those terms are defined by section 17.45(6) of the DTPA.

VIII. ACTS OF AGENTS

16. Whenever in this petition it is alleged that Defendants did any act, it is meant that at least one Defendant performed or participated in the act, or that the officers, agents or employees of Defendants performed or participated in the act on behalf of and under the authority of Defendants.

IX. FACTUAL BACKGROUND

Synopsis of Defendants’ Business Practices

17. Paul A. Esquivel is a recently disbarred Texas immigration attorney with offices in San Antonio, Dallas, and Austin. Esquivel made misrepresentations to consumers with limited

education and no knowledge of the United States' legal system. Esquivel led consumers to believe that he could obtain work permits for them. Esquivel sought asylum relief on behalf of consumers even though the consumers were not eligible under U.S. asylum laws. Because there is no basis for asylum in many of Esquivel's cases, consumers, who often pay thousands of dollars to Esquivel, were automatically placed into removal proceedings with no chance of ever being able to seek legal entry into the United States.

18. Esquivel also directed his employees to "cold call" consumers to make misrepresentations that induced the consumers to sign up for his "asylum program." As further detailed below, Esquivel made the following misrepresentations and failures to disclose to consumers who came to his office seeking legal services:

- a. Failing to inform consumers that he would be seeking asylum on their behalf;
- b. Failing to disclose the legal requirements needed to obtain asylum relief in the United States;
- c. Failing to disclose the risks and legal ramifications of applying for asylum; and
- d. Failing to translate or explain contracts written in English to consumers in their native language when consumers do not read, write or understand English.

19. Esquivel directed his employees to "cold call" friends and relatives of clients for the purpose of signing them up for his "asylum program." Esquivel represented to those consumers that he could obtain benefits on their behalf for which they did not qualify to induce them to pay him money.

20. As of August 28, 2015, Esquivel is no longer licensed to practice law in the State of Texas. Esquivel surrendered his law license in lieu of being disciplined. *See* Exhibit 1. When Esquivel quit the practice of law, he did not provide any notice to his clients. Even though Esquivel no longer has the ability to practice law in Texas, he expressed his desire to continue working in

immigration law field during his sworn statement at the Consumer Protection Division. Esquivel knowingly sold his firm to a non-lawyer, Olivia Martinez, even though non-lawyers are prohibited from owning a law firm. Juan Carlos Penaflor, an attorney, works for the “new” firm, JCP Law Firm & Associates, PLLC, and represents to consumers that he is the owner of the firm.

Eligibility for Asylum

21. An alien who is physically present or arrives in the United States may apply for asylum. To qualify for asylum relief, one must show: (i) past persecution, or (ii) a fear of persecution based on race, religion, nationality, or membership in a particular social or political group. An application for asylum must be filed within one year after the date of the alien’s arrival into the United States. 8 U.S.C. § 1158(a)(1). Placing false information on an asylum application may subject the alien applicant to civil and criminal penalties. Knowingly filing a frivolous application shall render the applicant permanently ineligible for citizenship. *See* 8 C.F.R. 208.3(c)(4) and(5).

HOW THE ESQUIVEL DEFENDANTS DECEIVE CONSUMERS

The Esquivel Defendants do not tell consumers they are seeking asylum on behalf of the consumers

22. Regardless of the legal services consumers sought from Esquivel and irrespective of the consumers’ eligibility, Esquivel sought asylum on their behalf and, in many cases, without their knowledge. According to a former employee of Esquivel’s law firm, “Oh, so this is what happened: Sometimes they will come in for application, sometimes for DACA; but they would still get put in asylum because “those were the instructions of Paul Esquivel.” *See* Exhibit 2. (pg. 27, lines. 9-13). “And I remember Paul Esquivel telling them to sign that person and that person didn’t have anything, absolutely nothing and they would still get signed up for that.” *Id.* at lines 22-25.

23. Esquivel instructed employees of his law firm to sign consumers up for his “asylum program” even though the consumers were not eligible for relief under U.S. asylum laws. An attorney who worked for Esquivel told a legal assistant who had signed someone up for asylum, “Did you know that this person didn’t qualify?” *Id.* (pg. 31, lines 22-23). “Well, yeah, but they came in and I signed them up.” *Id.* (pg. 31, lines 25 – pg. 32, line 1). Esquivel and his employees failed to explain the asylum process to consumers and failed to disclose to consumers the risks of applying for asylum to induce the consumers to pay Esquivel’s fees.

24. Jose de Jesus Flores Rodriguez and Cecilia Martinez Garnica are Mexican citizens. Their family has been in the United States since 2005. Rodriguez went to see Esquivel to obtain a work permit. After a short conversation with Esquivel, Esquivel told Rodriguez that he could get Rodriguez and his wife a work permit based on his legal entry, his number of years in the United States, and his child who is a U.S. citizen. After meeting with Esquivel, Rodriguez and his wife met with Esquivel’s employee, Israel. Israel reiterated what Esquivel said. Israel had Rodriguez sign a contract in English even though Rodriguez does not know English. The contract was not explained or translated for Rodriguez. Rodriguez and his wife were not informed of any legal consequences of and there was no mention of the word “asylum.” Esquivel filed an asylum application on behalf of Rodriguez wherein he created a false violent past to attempt to meet the qualifications required under asylum law. Rodriguez only learned an asylum application was filed on his behalf when he received the Notice to Appear for an asylum interview. *See* Exhibit 3.

25. Juan Carlos Penaflor, an attorney who worked for Esquivel, met with several of Esquivel’s clients approximately one month after Esquivel sold his law practice and “out of the five [that he met with], none of them was aware of what was going on” with their case. *See* Exhibit 4, page 43, lines 18-19.

The Esquivel Defendants fail to make disclosures to consumers

26. Raymundo and Maria Luisa Cruz and their two children are Mexican citizens. Raymundo had six years of school and Maria had eleven years. Despite being physically present in the United States for over ten years with no real fear of returning to Mexico, Esquivel sought asylum on their behalf based on the “general violence” in Mexico. Esquivel did not explain the eligibility of asylum nor did he explain that there was a risk of being placed into removal proceedings. When the Cruz family appeared for their asylum interview, they were given a Notice to Appear, which meant the government had commenced removal proceedings against them. The Cruz family was eventually ordered to leave the United States. At no time did Esquivel disclose to the Cruzes that if he sought asylum on their behalf they would be subject to removal. Had the Cruzes known the risks of applying for asylum, they never would have let Esquivel submit an asylum application to the government. *See Exhibit 5.*

27. Juan Medellin Moreno (hereinafter “Medellin”) is a Mexican citizen and has been in the United States since 1997. Medellin went to Esquivel to obtain a work permit. Medellin did not speak with Esquivel, but rather, he met with Norma Guzman, an employee of Esquivel’s law firm. Guzman had Medellin sign a contract in English even though Medellin only spoke Spanish. The contract was not translated for or explained to Medellin. After his application was submitted to the government, Medellín discovered that Guzman had distorted the truth on the application. On Medellin’s application, Guzman created a background which included Medellin’s daughter being kidnapped and forced to pay illegal taxes and that Medellin and his family were in fear of being targeted by the drug cartel in Mexico. These “facts” on the application were false and Medellin never told anyone at Esquivel’s office that anything remotely similar happened to his family. The process of applying for asylum and its associated risks were not explained to Medellin by anyone at Esquivel’s firm. *See Exhibit 6.* Esquivel was aware that there were complaints that Guzman

“didn’t explain things carefully.” *See* Exhibit 7, page 55, lines 21-23. “I don’t think she was one of our smartest employees.” *Id.* at page 56, lines 12-13.

28. Martin Jaime Reyna Gonzalez, who only has six years of education and does not speak, read or write English, is married to a U.S. citizen. When Gonzalez initially went to see Esquivel about his legal status, Esquivel told him that there was nothing he could do for him to obtain legal status and to wait for immigration reform. A month later, Gonzalez and his wife returned to Esquivel’s office because they had heard immigration reform being discussed on television. When they met with Esquivel, Esquivel told him that he could apply for asylum due to the general violence in Mexico. Gonzalez told Esquivel his wife was a U.S. citizen and asked him more than once if there was a way his wife could help him obtain legal status. However, Esquivel insisted that asylum was the easiest route for him to take. Without explaining it or translating it to him, Jesus, an employee of Esquivel, had Gonzalez sign a retainer agreement that was written in English. Jesus fabricated Gonzalez’s asylum application with allegations that Gonzalez and his family were in danger of being targeted by the drug cartel. Neither Esquivel nor anyone at his firm explained the risks associated with applying for asylum, which included the minuscule chance that such relief would be granted. *See* Exhibit 8.

29. Even though one must apply for asylum within one year of entry into the United States, Esquivel acknowledges that his “asylum program” was targeted for people who had been in the United States longer than ten years. *See* Exhibit 7, page 34, lines 19-21.

30. Penaflor, who was employed by Esquivel, PLLC for approximately five years, now works for the JCP Law Firm & Associates, PLLC. Penaflor has met with some Esquivel’s former clients. “I was pretty surprised that a lot of people didn’t really understand the process” of Esquivel’s “asylum program.” *See* Exhibit 4, page 33, lines 12-14.

31. Esquivel had his clients write down names of family and friends along with their contact information and the information was transferred to “pink slips” by the law firm employees. *See* Exhibit 2 (pg. 21, lines 6-9). Esquivel directed his employees to call the friends and family with the purpose of signing them up for Esquivel’s asylum program. Esquivel directed the employees of his law firm to use a script when talking to consumers. However, the process of applying for asylum and its associated risks were not explained to the consumers.

32. Even without a law license Esquivel wants to continue to “help” immigrants. “I can do more good on the immigration side later in the future if I choose to come back as a non-attorney because you have your hands tied.” *See* Exhibit 7, page 70, lines 14-17.

HOW THE JCP DEFENDANTS DECEIVE CONSUMERS

Defendant Olvia Martinez misrepresents that JCP Law Firm & Associates, PLLC and JCP Law Office, PC are owned by an attorney and Penaflor allows the misrepresentation

33. Documents Olvia Martinez filed with the Texas Secretary of State, lists Olvia Martinez as “Manager,” “CEO,” and “Director” of the two law firms even though Martinez has no legal authority to be the owner of the law firm. The firms were organized by Martinez for the purpose of “providing legal services.” *See* Exhibit 9. Because she is not a lawyer, Martinez has no authority to provide legal services. In addition to designating herself as owner of the law firms, Martinez also signed the sale agreements to purchase Esquivel’s law firms. On those documents, signed by Martinez and Esquivel, Martinez lists herself as “buyer” and “sole manager.” *See* Exhibit 10. Penaflor’s name or signature does not appear anywhere on these documents nor on the documents filed with the Secretary of State.

34. In addition to being the owner of the law firms, Martinez is the only person who has signatory authority on the law firms’ bank accounts. Juan Carlos Penaflor, the attorney, has no signatory authority. *See* Exhibit 11, page 50, lines 2-10.

35. Defendant JCP Law Office misrepresented its ownership in a letter to all clients of “the Law Offices Paul Esquivel, PC” indicating that Esquivel sold his firm to Juan Carlos Penaflor and that Penaflor is “the owner of the law office in San Antonio.” *See* Exhibit 12.

36. Defendant Penaflor perpetuates the misrepresentations to the consumers even though he did not sign the contract for sale, the corporate documents and, thus, is not the true owner of the law firms. Yet, he maintains that he is the owner of the firms. “And how long have you had your own firm? It’s only been a couple of months.” *See* Exhibit 4, page 4, lines 21-23. When discussing the details of the purchase of the firm, Penaflor said, “And the deal with that was basically I was going to have to contact the clients, and they have to consent, you know, to representation, by me.” *Id.* at page 10, lines 3-6.

37. However, the letter sent to the clients notifying them of Esquivel’s “retirement” was signed “JCP Law Office” not by Juan Carlos Penaflor. The letter notified clients of the Esquivel firm could continue their cases with “JCP Law Office,” a business that cannot offer legal services.

X. DEFENDANTS ARE INDIVIDUALLY LIABLE

38. It has long been the law in Texas that corporate agents are individually liable under the DTPA for fraudulent or tortious acts committed while in the service of their corporation. *Gilbeau v. Anderson*, 841 S.W.2d 517, 519 (Tex. App.—Houston [14th Dist.] 1992, no writ), *citing Light v. Wilson*, 663 S.W.2d 813, 815 (Tex. 1983); *see also Barclay v. Johnson*, 686 S.W.2d 334, 336 (Tex. App.—Houston [1st Dist.] 1985, no writ). It is not necessary that the “corporate veil” be pierced in order to impose personal liability, as long as the corporate officer knowingly participated in the wrongdoing. *Barclay*, 686 S.W.2d at 337, *citing Permian Petroleum Co. v. Barrow*, 484 S.W.2d 631 (Tex. App.—El Paso 1972, no writ). The Texas Supreme Court has specifically affirmed the principle that DTPA misrepresentations made by a corporate agent can subject the agent to individual liability. *Weitzel v. Barnes*, 691 S.W.2d 598, 601 (Tex. 1985).

39. The Texas Supreme Court has specifically affirmed the principle that DTPA misrepresentations made by a corporate agent can subject the agent to individual liability. *Weitzel v. Barnes*, 691 S.W.2d 598, 601 (Tex. 1985); *see Miller v. Keyser*, 90 S.W.3d 712 (Tex. 2002).

40. Not only did Defendants in this case directly participate in the deceptive acts, they also directed those under their employ to participate in the deceptive acts.

XI. VIOLATIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT

41. The State incorporates and adopts by reference the allegations contained in each and every preceding paragraph of this petition.

42. All Defendants, as alleged and detailed above, have in the conduct of trade and commerce, engaged in false, misleading, or deceptive acts or practices in violation of section 17.46(a) of the DTPA.

THE ESQUIVEL DEFENDANTS

43. By seeking asylum on behalf of clients when they were not eligible for asylum, the Esquivel Defendants caused confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services in violation of Tex. Bus. & Com. Code Ann. § 17.46(b)(2).

44. By seeking asylum on behalf of clients when they were not eligible for asylum, the Esquivel Defendants caused confusion or misunderstanding as to affiliation, connection, or association with, or certification by another in violation of Tex. Bus. & Com. Code Ann. § 17.46(b)(3).

45. By seeking asylum on behalf of clients, when clients did not qualify for asylum, the Esquivel Defendants represented that they had the approval of the federal government as well as the State of Texas by representing 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 he does not have in violation of Tex. Bus. & Com. Code Ann. § 17.46(b)(5).

46. By representing consumers were eligible for certain immigration relief, notably, asylum when consumers did not qualify under U.S. asylum law, the Esquivel Defendants have in the conduct of trade and commerce, violated the DTPA by representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model in violation of Tex. Bus. & Com. Code Ann. § 17.46 (b)(7).

47. By seeking asylum for consumers without their knowledge and when consumers did not request asylum relief, the Esquivel Defendants violated the DTPA by advertising goods or services with intent not to sell them as advertised in violation of Tex. Bus. & Com. Code Ann. § 17.46 (b)(9).

48. By contracting with consumers to perform legal services for which consumers did not qualify, the Esquivel Defendants represented that the consumers had right, remedies, or obligations which they did not have and/or were prohibited by law in violation of Tex. Bus. & Com. Code Ann. § 17.46 (b)(12).

49. By failing to disclose the risks and consequences associated with applying for asylum, the Esquivel Defendants, as alleged and detailed above, have in the conduct of trade and commerce, violated the DTPA by failing to disclose information concerning goods or services that was known at the time of the transaction and such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed in violation of Tex. Bus. & Com. Code Ann. § 17.46 (b)(24).

THE JCP DEFENDANTS

50. By representing that Juan Carlos Penaflor, an attorney, owns JCP Law Firm & Associates,

PLLC and JCP Law Office, PC, the JCP Defendants are causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services in violation of Tex. Bus. & Com. Code Ann. § 17.46(b)(2).

51. By representing that Juan Carlos Penaflor, an attorney, owns JCP Law Firm & Associates, PLLC and JCP Law Office, PC, the JCP Defendants are causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another in violation of Tex. Bus. & Com. Code Ann. § 17.46(b)(3).

52. By representing that Juan Carlos Penaflor, an attorney, owns JCP Law Firm & Associates, PLLC and JCP Law Office, PC, the JCP Defendants are violating the DTPA by representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model in violation of Tex. Bus. & Com. Code Ann. § 17.46 (b)(7).

53. By representing that Juan Carlos Penaflor, an attorney, owns JCP Law Firm & Associates, PLLC and JCP Law Office, PC, the JCP Defendants are violating the DTPA by advertising goods or services with intent not to sell them as advertised in violation of Tex. Bus. & Com. Code Ann. § 17.46 (b)(9).

54. By representing that Juan Carlos Penaflor, an attorney, owns JCP Law Firm & Associates, PLLC and JCP Law Office, PC, the JCP Defendants are violating the DTPA by representing that the consumers have right, remedies, or obligations which they don't and/or are prohibited by law in violation of Tex. Bus. & Com. Code Ann. § 17.46 (b)(12).

55. By failing to disclose that JCP Law Firm & Associates, PLLC and JCP Law Office, PC, are owned by a non-lawyer, the JCP Defendants, as alleged and detailed above, in the conduct of trade and commerce, are violating the DTPA by failing to disclose information concerning goods or services that was known at the time of the transaction and such failure to disclose such information

was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed in violation of Tex. Bus. & Com. Code Ann. § 17.46 (b)(24).

XII. VIOLATIONS OF THE TEXAS BUSINESS ORGANIZATIONS CODE

56. Section 301 of the Texas Business Organizations Code defines a professional individual with respect to a professional entity as an individual who is licensed to provide the same professional service that is rendered by the professional entity. A person is an authorized person with respect to a professional corporation or a professional limited liability company “if the person is a professional individual.” Tex. Bus. Org. Code Ann. § 301.004(2). Because Martinez is not a professional individual [a lawyer] as defined under the Texas Business Organizations Code, she is not authorized to own a professional corporation [a law firm.]

XIII. TRIAL BY JURY

57. State herein requests a trial by jury and tenders the jury fee to the Bexar County District Clerk’s office pursuant to Rule 216 of the Texas Rules of Civil Procedure and section 51.604 of the Texas Government Code.

XIV. PRAYER

58. Because Defendants have engaged, will continue to engage, or are about to engage in the unlawful acts and practices described above, the State believes that proceedings against Defendants are in the public interest. Unless enjoined by this Honorable Court, Defendants will continue to violate the laws of the State of Texas and cause harm to the State of Texas and the general public.

59. Therefore, State requests a Temporary and Permanent Injunction as indicated below. Pursuant to section 17.47(b) of the DTPA, a court may issue temporary restraining orders, temporary injunctions, and permanent injunctions to prevent continuing violations of the DTPA. A

Court shall issue such injunctive relief without requiring a bond. Tex. Bus. & Com. Code § 17.47(b).

60. State prays that this Court, after trial, finds that Defendants deceived and misrepresented themselves to consumers and received monies from consumers under fraudulent and false pretenses.

61. State further prays that Defendants be cited according to law to appear and answer; that pursuant to section 17.47 of the DTPA, after notice and hearing, a TEMPORARY INJUNCTION be issued; and upon final hearing a PERMANENT INJUNCTION be issued to restrain and enjoin PAUL A. ESQUIVEL, PLLC, PAUL ESQUIVEL, PC, and PAUL A. ESQUIVEL, Individually, from engaging, directly or indirectly, in the following acts or practices:

- a. Transferring, concealing, destroying, or removing from the jurisdiction of this Court any books, records, documents, or other written or computer-generated materials that relate to Defendants' businesses that are currently or hereafter in Defendants' possession, custody or control, except in response to further orders or subpoenas in this cause;
- b. Advertising via print, billboard, Internet, social media, or through any other means that they provide immigration services;
- c. Offering for sale, selling or soliciting consumers to retain them for immigration services;
- d. Failing to honor any requests by consumers (before and after this Court's order) to rescind any agreements or contracts with the Esquivel Defendants without further obligation and failing to cease any and all collection efforts from consumers until further order of this Court;

- e. Harassing or threatening consumers with deportation or other legal action;
- f. Providing immigration services to consumers;
- g. Supervising or consulting or directing those who provide immigration services to consumers; and
- h. Preparing or directing anyone to prepare for petition, application, or other form(s) to obtain a benefit under U.S. Immigration laws.

62. State further prays that Defendants be cited according to law to appear and answer; that pursuant to section 17.47 of the DTPA, after notice and hearing, a TEMPORARY INJUNCTION be issued; and upon final hearing a PERMANENT INJUNCTION be issued to restrain and enjoin JCP LAW FIRM & ASSOCIATES, PLLC, JCP LAW OFFICE, PC, OLVIA MARTINEZ, Individually, and JUAN CARLOS PENAFLOR, Individually and any officers, agents, servants, employees, or other person in active concert or participation with them from engaging, directly or indirectly, in the following acts or practices:

- a. Transferring, concealing, destroying, or removing from the jurisdiction of this Court any books, records, documents, or other written or computer-generated materials that relate to Defendants' businesses that are currently or hereafter in Defendants' possession, custody or control, except in response to further orders or subpoenas in this cause;
- b. Soliciting in any manner, including but not limited to using the "pink slip process" as described above for the purpose of signing up consumers for immigration services;
- c. Representing to consumers that they may be eligible for asylum or other relief under U.S. law when such is not the case;

- d. Seeking legal services on behalf of consumers for services which the consumer did not request;
 - e. Submitting false immigration paperwork to any court in the United States;
 - f. Submitting paperwork to any court in the United States without having the client review such paperwork before submission;
 - g. Failing to supervisor non-lawyer employees;
 - h. Fee splitting with non-lawyers;
 - i. Failing to keep consumers reasonably informed about their cases;
 - j. Failing to translate orally and in writing all documents, including contracts with non-English speaking consumers;
 - k. Failing to honor any requests by consumers (before and after this Court's order) to rescind any agreements or contracts with the firms without further obligation and failing to cease any and all collection efforts from consumers until further order of this Court;
 - l. Harassing or threatening consumers with deportation or other legal action;
 - m. Failing to supervise those who provide immigration services to consumers;
 - n. Owning a professional entity unless you are legally authorized to do so;
 - o. Representing that JCP Law Firm & Associates, PLLC, JCP Law Office, PC is owned by an attorney unless it is owned by an attorney; and
 - p. Charging consumers for services that were not provided.
63. In addition, Plaintiff State, respectfully prays that this Court ORDER:
- a. Defendants to produce the contact information for all consumers Defendants solicited for immigration services;

- b. Defendants to pay civil penalties in favor of State in the amount not to exceed \$20,000.00 per each violation of the DTPA;
 - c. Defendants to restore all money or other property acquired by means of unlawful acts or practices, or in the alternative, award judgment for damages to compensate for such losses;
 - d. Defendants to pay all court costs, costs of investigation, and reasonable attorney's fees pursuant to Texas Government Code section 402.006(c) and section 521.151(f) of the Texas Business & Commerce Code;
 - e. Defendants to pay pre-judgment and post-judgment interest at the highest lawful rate on awards of restitution, damages, or civil penalties as provided by law; and
 - f. Defendants to rescind all agreements entered into by and between Defendants and consumers.
64. In addition, Plaintiff State, respectfully prays that this Court:
- a. Appoint a receiver or sequester Defendants' assets if Defendants have been ordered by this Court to make restitution and Defendants have failed to do so within three (3) months after the order to make restitution has become final and non-appealable; and
 - b. Adjudge that all fines, penalties or forfeitures payable to and for the benefit of the State, are not dischargeable under bankruptcy pursuant to 11 U.S.C. section 523(a)(7).
65. State further respectfully prays for all other relief to which State may be justly entitled.

Respectfully submitted,

KEN PAXTON

Attorney General of Texas

CHARLES E. ROY

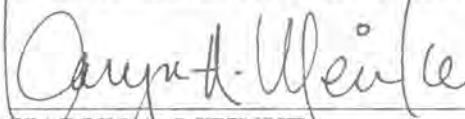
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ATTORNEYS FOR PLAINTIFF

VERIFICATION

STATE OF TEXAS

§

COUNTY OF BEXAR

§

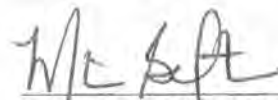
§

Before me, the undersigned Notary Public, on this day personally appeared Ernesto Villegas, who proved to me through current Texas Driver License to be the person whose name is subscribed to this Verification and who acknowledged to me that he executed the same, and after he was duly sworn, upon his oath, he deposed and said that the affiant is the investigator for the Office of the Texas Attorney General, and is authorized to make this affidavit, that the affiant has carefully read the factual allegations in the foregoing PLAINTIFF'S ORIGINAL VERIFIED PETITION AND APPLICATION FOR TEMPORARY AND PERMANENT INJUNCTIONS, and has reason to believe that each and all said factual allegations are true and correct; and affiant signs this Verification, pursuant to Rule 682 of the Texas Rules of Civil Procedure.



Ernesto Villegas

SUBSCRIBED AND SWORN TO BEFORE ME, on the 18th day of September, 2015.



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS