



CAUSE NO. 2015-CI-15877

THE STATE OF TEXAS,  
Plaintiff

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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IN THE DISTRICT COURT



37<sup>th</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

**AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

On this the 21<sup>st</sup> day of June, 2016, came to be heard the above-entitled and numbered cause wherein THE STATE OF TEXAS is Plaintiff (hereinafter "Plaintiff" or "State") and 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") are Defendants. The Plaintiff and Defendants (collectively "Parties") agree to the entry of this Agreed Final Judgment and Permanent Injunction (hereinafter "AFJPI").

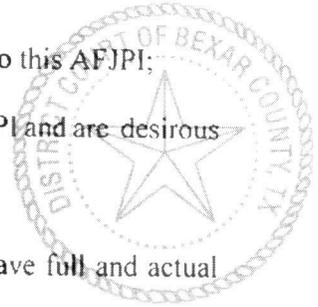
**I. STIPULATIONS**

1. By their duly authorized signatures, the Parties stipulate the following to the Court:
  - a. The Parties have read and understand the terms of this AFJPI;
  - b. The Parties have had an opportunity to confer with counsel;
  - c. The Parties agree to the terms of this AFJPI;

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- d. The Parties have waived all rights of appeal from this AFJPI;
- e. The Parties actively participated in the negotiations leading up to this AFJPI;
- f. The Parties are aware of the duties placed upon them by this AFJPI and are desirous and capable of carrying out those duties in full;
- g. The Parties acknowledge receipt of copies of this AFJPI and have full and actual notice of the terms of this AFJPI;
- h. The Parties acknowledge that the issuance and service of a writ of injunction are waived;
- i. The Parties acknowledge that the terms of this AFJPI are sufficiently detailed and specific to be enforceable by the Court in conformance with Texas Rule of Civil Procedure 683;
- j. Pursuant to their agreement, the Parties submit to the jurisdiction of the Court and do not contest the entry of this AFJPI;
- k. The Parties understand that the judgment amount is not compensation for actual pecuniary loss and therefore it is not subject to discharge under the Bankruptcy Code pursuant to 11 U.S.C. § 523(a)(7).
- l. The Parties understand violations of this AFJPI may result in contempt proceedings;
- m. Defendant Paul A. Esquivel stipulates that he is in the process of voluntarily dissolving Paul A. Esquivel, PLLC and Paul Esquivel, PC; and
- n. The JCP Defendants and the Esquivel Defendants enter into this AFJPI without any admission of liability, such liability being expressly denied.



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## II. FINDINGS

2. The Court, upon having read the pleadings, the stipulations of the Parties, and after being fully advised in this matter, finds:

- a. The Court finds that all Parties agree to the entry of this AFJPI and have approved its entry by their duly authorized signatures below;
- b. The Court has jurisdiction over the Parties and subject matter of this suit;
- c. Based on these findings, and having heard and considered the representations made by the Parties, the Court finds that there is good cause to issue a Permanent Injunction and grant all other relief as set forth in this AFJPI;
- d. Venue is proper in BEXAR County, Texas; and
- e. Entry of this judgment is in the public interest.



## III. DEFINITIONS

3. **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that, as used in this AFJPI, the following terms are defined as follows:

- a. "Esquivel Defendants" mean Paul A. Esquivel, PLLC, Paul Esquivel, PC, Paul A. Esquivel, Individually;
- b. "JCP Defendants" mean JCP Law Firm & Associates, PLLC, JCP Law Office PC, Olvia Martinez, Individually, and Juan Carlos Penaflor, Individually;
- c. "Asylum Program" as used herein refers to the "asylum program" as outlined and explained in the Plaintiff's Original Verified Petition and Application for Temporary and Permanent Injunctions;
- d. "Trade" and "commerce," as defined by section 17.45(6) of the Texas Deceptive Trade Practices - Consumer Protection Act ("DTPA"), means the advertising,

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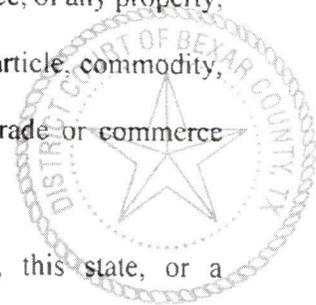
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offering for sale, sale, lease, or distribution of any good or service, of any property, tangible or intangible, real, personal, or mixed, and any other article, commodity, or thing of value, wherever situated, and shall include any trade or commerce directly or indirectly affecting the people of this state;

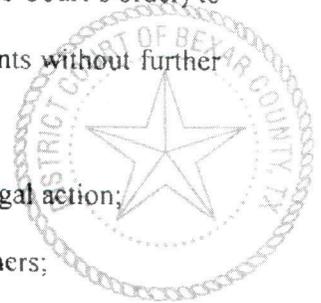


- e. "Consumer" means an individual, partnership, corporation, this state, or a subdivision or agency of this state who seeks or acquires by purchase or lease, any goods or services;
- f. "Person" means an individual, sole proprietorship, firm, partnership, corporation, association, joint venture or other group, or business entity, however organized;
- g. "Advertising," "marketing," or "promoting," means any type of contact with a person or entity for the purpose of requesting, persuading, or seeking any type of contribution, sponsorship, compensation, or anything of value from said person or entity for any reason whatsoever, including use of the Internet;
- h. "Immigration services" means providing advice, information, counsel or opinions regarding a Person's legal status in the United States or eligibility to obtain lawful permanent residence, asylum or citizenship; providing legal representation of individuals in immigration matters before the federal government including, but not limited to, the U.S. Department of Homeland Security and its component agencies; selecting, preparing or filing applications or forms impacting a Person's legal status in the United States or eligibility to obtain lawful permanent residence, asylum, citizenship, or to otherwise obtain a benefit pursuant to the immigration laws of the United States; or seeking to obtain or obtaining a federal bond intended to be used

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- c. 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;
- d. Harassing or threatening consumers with deportation or other legal action;
- e. Providing pro bono or for profit immigration services to consumers;
- f. Supervising, consulting or directing those who provide immigration services to consumers;
- g. Preparing or directing anyone to prepare forms, petitions, applications, or other form(s) to obtain any benefits under U.S. Immigration laws;
- h. Collecting/accepting monies that were obtained from work performed related to immigration [whether the work was completed or not and regardless of the date the work was completed];
- i. Failing to return all monies, if any, to consumers which were paid to Esquivel after April 13, 2015 for asylum cases;
- j. Failing to dissolve Paul A. Esquivel, PLLC, and Paul Esquivel, PC as stipulated in Section I (1- m);
- k. Providing any type of immigration service to consumers even if Paul A. Esquivel's Texas State Bar License [or law license from any other State] is reinstated; and
- l. Failing to comply with any term contained in the Order of the Supreme Court, Msc. Docket No. 15-9118.



5. **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendants JCP Law Firm & Associates, PLLC, JCP Law Office, PC, Olivia Martinez, Individually, and Juan Carlos Penaflor, Individually, and any other person or entity in active concert or participation with

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them and those who receive actual notice of this order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, entity or other devise, SHALL BE PERMANENTLY ENJOINED from engaging in the following acts or practices:

- a. Owning a professional entity unless legally authorized to do so; and
- b. Representing that JCP Law Firm & Associates, PLLC and JCP Law Office, PC are owned by an attorney unless they are actually owned by an attorney.

6. **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the JCP Defendants shall continue to maintain a legal ethics compliance and training program designed to inform their employees of their respective duties within the firms, their ethical duties and responsibilities to clients and of the firms' policies and practices. At a minimum the program shall, in writing, instruct the non-attorney employees that the non-attorney employees shall not provide legal advice or render any service requiring the use of legal skill or knowledge that only a duly licensed attorney may provide to consumers.

#### **V. MONETARY RELIEF**

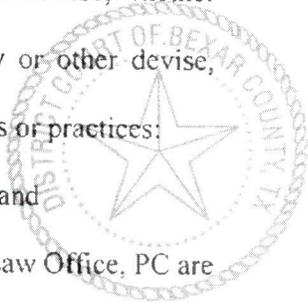
7. **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the State of Texas shall have judgment against Defendants Paul A. Esquivel, PLLC, Paul Esquivel, PC, Paul A. Esquivel, Individually, jointly and severally in the total amount of \$750,000.00 as follows: Twenty Five Thousand Dollars (\$25,000.00) for attorneys' fees and costs and Seven Hundred and Twenty Five Thousand Dollars (\$725,000.00) for civil penalties.

8. It is further ordered that Six Hundred and Fifty Thousand Dollars (\$650,000.00) of this penalty shall be abated for a period of twenty (20) years (Abatement Period) commencing on the date that this AFJPI is entered, provided that during this Abatement Period, Esquivel does not

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default as described in paragraph 10. If no such default occurs during the Abatement Period the State of Texas shall permanently abate the entire abated amount.

9. It is further ordered that to fulfill the above described obligation to pay the State of Texas \$25,000.00 in attorneys' fees and \$75,000.00 in civil penalties, Esquivel shall make monthly payments of \$5,000.00 to the State of Texas until the total amount of \$100,000.00 has been paid. Such payment shall be due on the 1<sup>st</sup> of each month beginning July 1, 2016, with the last payment being made on or before February 1, 2018. Each payment is to be made by certified check or wire transfer, payable to the "State of Texas," bearing the reference AG# 153580386. and if not by wire transfer, delivered or mailed to the Office of the Attorney General, ATTN: Accounting Division, P.O. Box 12548, MC-003, Austin, Texas 78711.

10. The parties agree that Plaintiff will file an abstract of judgement against Esquivel for the entire amount of the judgment (\$750,000.00) and will not take any other action to collect the remaining portion of the judgment unless any of the following conditions of default occur: (a) Defendant fails to make timely payments until the entire amount of \$100,000.00 is paid to the State of Texas as required herein; (b) upon motion by the Plaintiff, the Court finds that Esquivel failed to disclose any material asset, materially misstated the value of any asset or made any other material misstatement or omission in the financial statements and documentation signed by him and provided to the Plaintiff on or about February 19, 2016 date; or (c) upon motion by the Plaintiff the Court finds that Esquivel has violated the injunctive terms of Section IV.

11. If any of the conditions of default as described in the preceding paragraph 10 occur, the full amount of the judgment shall become immediately due less any payment previously made pursuant to this Section.

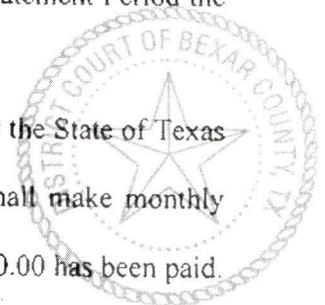
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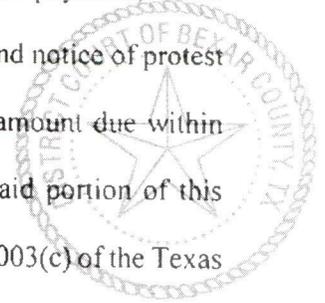
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12. The Defendant in default waives all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest to the extent permitted by law. In the event Esquivel has not paid the full amount due within fourteen (14) days of the last payment due, interest will accrue on any unpaid portion of this amount at the rate in effect at the time of this judgment pursuant to Section 304.003(c) of the Texas Finance Code.



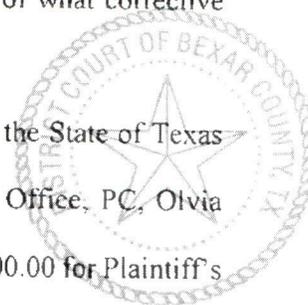
13. Plaintiff will file a Release of Lien at the conclusion of the Abatement Period if Esquivel has not been found to be in default as described in paragraph 10.

14. If the State believes that Esquivel has failed to timely make a payment required by this AFJPI, the State shall provide Esquivel with a written notice, to Esquivel's last known mailing address, informing Esquivel of the circumstances that the State believes constitute a default. Esquivel shall have fourteen (14) days to cure such default by providing the past due payment or proof satisfactory to the State that the payment has already been made. If at the conclusion of the fourteen (14) days, the State has not received the past due payment, the State shall send a final notice of the default to Esquivel and the full amount of the judgment shall become immediately due less any payments previously received by the State.

15. If the Plaintiff believes that Esquivel has failed to comply with any of the injunctive terms in Section IV or failed to disclose any material asset, materially misstated the value of any asset or made any other material misstatement or omission in the financial statements and documentation signed by him and provided to the Plaintiff on or about February 19, 2016, the Plaintiff shall provide written notice of the circumstances that the Plaintiff believes constitute a default to Esquivel to that Defendants' last known address. Esquivel shall have fourteen (14) days to provide the Plaintiff with either a written explanation and appropriate documentation explaining

why the Defendant believes that no such default occurred or an explanation of what corrective action has been or will be taken to address the violation.

16. **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the State of Texas shall have judgment against JCP Law Firm & Associates, PLLC, JCP Law Office, PC, Olvia Martinez and Juan Carlos Penaflor, jointly and severally, in the amount of \$2,500.00 for Plaintiff's attorneys' fees. Payment is to be made within thirty (30) days of entry of this AFJPI by certified check or wire transfer, payable to the "State of Texas," bearing the reference AG# 153580386, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, P.O. Box 12548, MC-003, Austin, Texas 78711.



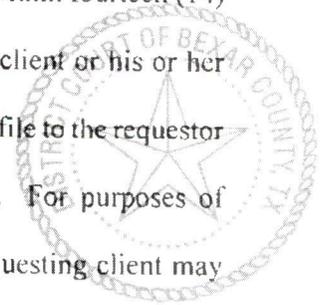
#### VI. OTHER PROVISIONS

17. **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the JCP Defendants shall continue to attempt to locate and contact the Esquivel clients. Upon contact with these clients, JCP Law Office, P.C. and Juan Carlos Penaflor shall review the Esquivel client's file and in the event the file review reflects an Asylum Program application was submitted on behalf of a client and in the professional opinion of Juan Carlos Penaflor, such filing was either in error or submitted without the full and informed consent of the client, Juan Carlos Penaflor and JCP Law Office, P.C. shall, on behalf of that client and on a pro bono basis:

- a. Take all necessary steps to withdraw the Asylum application;
- b. Upon the granting of the withdrawal of the Asylum application, notify the client in writing that the Asylum application has been withdrawn along with the Administrative Termination Mailer which states that legal services by JCP Law Office, P.C. have been concluded; and
- c. Make refunds of all monies paid by Esquivel clients on or after June 1, 2015.

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18. **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that within fourteen (14) business days of receiving a request for a client file (from a former Esquivel client or his or her duly authorized representative), the JCP Office, P.C. shall provide a copy of the file to the requestor on a CD or hard copy [as requested by the client] at no cost to the client. For purposes of responding to these requests for files, JCP shall create a form which each requesting client may fill out requesting their file.



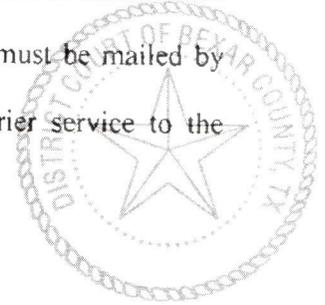
19. **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that within fourteen (14) business days of receiving a consumer complaint from the Consumer Protection Division of the Office of the Attorney General, the JCP Defendants shall respond to such complaint in writing and will include any documentation in support of its response. Nothing in this agreement would preclude the JCP Defendants from requesting additional time in which to respond or preclude the Attorney General's office from agreeing to such an extension.

20. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that if the Plaintiff believes that a JCP Defendant has failed to comply with any of the terms of this AFJPI, the Plaintiff shall provide written notice of the circumstances that the Plaintiff believes constitute a default to that Defendant to that Defendant's last known address. The Defendant alleged to be in default shall have fourteen (14) business days to provide the Plaintiff with a written explanation and appropriate documentation explaining why the Defendant believes that no such default occurred or describing what corrective action has been or will be taken to address the violation. If a dispute continues to exist with respect to whether that Defendant is in default for any reason, the parties shall submit the dispute to a neutral third party, to be agreed upon by the parties. If the parties cannot agree, a neutral third party will be appointed by the Court. The Defendant who receives notice of his, her or its alleged default shall bear the cost of such neutral third party.

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21. All notices and communications which this AFJPI requires any Defendant to submit must be in writing. For any such communications to be considered delivered, it must be mailed by registered or certified mail, postage prepaid, or sent by an overnight courier service to the following addresses:



Office of the Texas Attorney General  
Attention: Chief, Consumer Protection Division  
300 West 15<sup>th</sup> Street, MC-003  
Austin, TX 78701; and

Office of the Texas Attorney General  
Attention: Karyn Meinke, Assistant Attorney General  
115 E. Travis, Suite 925 San  
Antonio, TX 78205

22. All notices and communications which the State provides to the Defendants shall be delivered by registered or certified mail, postage prepaid, or sent by an overnight courier to the mailing addresses provided by each defendant to the Plaintiff prior to entry of this AFJPI, receipt of which is acknowledged by Plaintiff.

23. Except as provided in Footnote No. 1 herein, these provisions detailed in Section IV above are intended to effectively prohibit such activity of all Defendants and any attempt to conduct such activity through another person or entity in circumvention of this injunction shall be deemed a violation of the injunction.

24. **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendants, by their signatures below, hereby acknowledges notice of this AFJPI and acceptance of same on behalf of all Defendants, therefore, no injunctive writ need be issued. Plaintiff, the State of Texas, may enforce the AFJPI through any procedure or process available under the laws of the State of Texas.

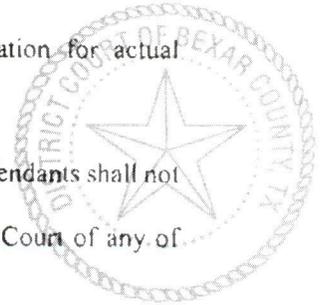
25. **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendants' indebtedness to the State of Texas identified above are for alleged violations of the Texas

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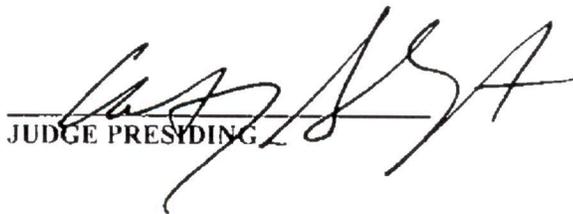
Deceptive Trade Practices Act (hereinafter "DTPA") and are not compensation for actual pecuniary loss.



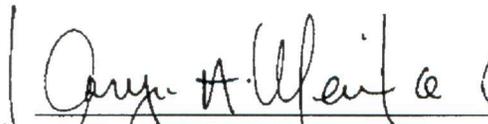
26. **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendants shall not represent to the public that this AFJPI constitutes approval by Plaintiff or this Court of any of Defendants' actions or business practices.

27. **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that all costs of court expended or incurred in this cause are adjudged against the party incurring the same.

SIGNED this 21 day of June 2016.

  
JUDGE PRESIDING

**AGREED AS TO SUBSTANCE AND FORM AND ENTRY REQUESTED:**

  
**KARYN A. MEINKE**  
SBN 24032859  
karyn.meinke@texasattorneygeneral.gov  
Assistant Attorneys General  
Consumer Protection Division  
115 E. Travis, Suite 925  
San Antonio, Texas 78205  
Telephone (210) 225-4191  
Fax (210) 225-1075  
**ATTORNEYS FOR PLAINTIFF**

  
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Dallas, Texas 75201-6697  
Telephone 214-740-3108  
Fax (214) 740-2834  
JKing@brlaw.com  
**ATTORNEY FOR JCP LAW FIRM  
& ASSOCIATES, PLLC;  
JCP LAW OFFICE, PC;  
OLVIA MARTINEZ, AND  
JUAN CARLOS PENAFLO**

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**PAUL A. ESQUIVEL**  
1015 Via Mantova  
San Antonio, Texas 78260 Telephone  
(210) 639-0696  
paulaesquivelpc@gmail.com  
**INDIVIDUALLY AND ON BEHALF OF**  
**PAUL A. ESQUIVEL, PLLC AND**  
**PAUL ESQUIVEL, PC**



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**JUAN CARLOS PENAFLOR,**  
**INDIVIDUALLY, AND ON BEHALF OF**  
**JCP LAW FIRM & ASSOCIATES,**  
**PLLC; JCP LAW OFFICE, PC**



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**OLVIA MARTINEZ, INDIVIDUALLY**

2015CI15877



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**INDIVIDUALLY AND ON BEHALF OF  
PAUL A. ESQUIVEL, PLLC AND  
PAUL ESQUIVEL, PC**



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**JUAN CARLOS PENAFLOR,  
INDIVIDUALLY, AND ON BEHALF OF  
JCP LAW FIRM & ASSOCIATES,  
PLLC; JCP LAW OFFICE, PC**

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**OLVIA MARTINEZ, INDIVIDUALLY**

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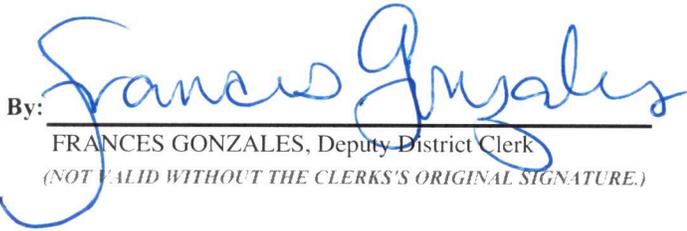
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CERTIFIED COPY CERTIFICATE STATE OF TEXAS  
I, DONNA KAY MCKINNEY, BEXAR COUNTY DISTRICT  
CLERK, CERTIFY THAT THE FOREGOING IS A TRUE  
AND CORRECT COPY OF THE ORIGINAL RECORD AS  
INDICATED BY THE VOLUME, PAGE AND COURT ON  
SAID DOCUMENT. WITNESSED MY OFFICIAL HAND  
AND SEAL OF OFFICE ON THIS:



*June 21, 2016*

**DONNA KAY MCKINNEY  
BEXAR COUNTY, TEXAS**

By:   
FRANCES GONZALES, Deputy District Clerk  
*(NOT VALID WITHOUT THE CLERK'S ORIGINAL SIGNATURE.)*