2014CI19956 -0288

CAUSE NO. 2014-CI-19956

STATE OF TEXAS,	§	IN THE DISTRICT COURT
Plaintiff,	§	
	§	
v.	§	
	§	288TH JUDICIAL DISTRICT
HECTOR ALFONSO SANCHEZ AND	§	
CHERYL BOONE-DELGADO,	§	
Defendants.	§	BEXAR COUNTY, TEXAS

AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION AS TO HECTOR ALFONSO SANCHEZ

TO THE HONORABLE JUDGE OF SAID COURT:

On this ___ day of FEB -1 2016, 2016 came on to be heard the above-entitled and numbered cause wherein the STATE OF TEXAS (hereinafter, "State") is Plaintiff and HECTOR ALFONSO SANCHEZ and CHERYL BOONE-DELGADO are Defendants. A Default Judgment and Permanent Injunction as to Cheryl Boone-Delgado (hereinafter, "Boone-Delgado") was entered by the Court on February 19, 2015, the terms of which are incorporated herein. The Defendant subject to this Agreed Final Judgment and Permanent Injunction (hereinafter, "AFJPI") is HECTOR ALFONSO SANCHEZ (hereinafter, "Defendant" or "Sanchez"). The State and Sanchez, by and through their attorneys of record, have made the following stipulations and agree to the entry of this AFJPI.

I. STIPULATIONS

1. The State and Sanchez agree to and do not contest the entry of this AFJPI.

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2. Sanchez stipulates that this AFJPI is entered into voluntarily and that no promises, representations, or threats have been made by the State or any member, officer, agent, or representative thereof to induce him to enter into this AFJPI.

3. Sanchez is aware of the duties placed upon him by the AFJPI and is desirous and capable of carrying out those duties in full.

4. Sanchez acknowledges receipt of copies of this AFJPI and has full and actual notice of its terms.

5. The State and Sanchez have compromised and settled all claims alleged by the State as to Sanchez in this cause without the necessity of a trial. The parties further acknowledge and agree that this is a compromised settlement of a disputed claim, and no actual findings having been made.

6. Sanchez agrees to waive the thirty (30) day period in which to file a Motion for New Trial and waive any and all rights to appeal this AFJPI.

7. Sanchez stipulates that civil penalties payable to and for the benefit of the State are not dischargeable under bankruptcy pursuant to 11 U.S.C. § 523(a)(7).

8. Sanchez stipulates that if he fails to comply with Section III (Permanent Injunction) of this AFJPI, he may be subject to contempt of court punishment as determined by the Court.

9. Sanchez agrees to inform, as soon as possible, all successors, assigns, officers, agents, subcontractors, servants, employees, corporations, and any other persons in active

concert or participation with him, whether acting directly or through any trust, corporation, subsidiary, division, entity or other devise, of the terms and conditions of the AFJPI and shall direct those persons and/or entities to comply with this AFJPI.

10. The Court has jurisdiction over the subject matter of this action.

11. The Court has jurisdiction over the parties.

12. Venue is proper in BEXAR County, Texas.

13. Entry of this judgment is in the public interest.

14. The issuance and service of a writ of injunction are waived.

II. DEFINITIONS

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

a. "Defendant" means Hector Alfonso Sanchez, his successors, assigns, officers, agents, subcontractors, servants, employees, corporations, and any other persons in active concert or participation with him;

b. "Trade" and "commerce," as defined by section 17.45(6) of the Texas Deceptive Trade Practices - Consumer Protection Act ("DTPA"), means the advertising, 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;

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c. "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. This term includes, but is not limited to, Texas residents, persons detained or under the custody of federal immigration authorities in Texas, and persons not located in Texas who purchase an immigration good or service for himself/herself in Texas or another person located within Texas;

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

e. "Representing," "selling," "marketing," "promoting," "distributing," or "advertising" 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;

f. "Immigration services" means services which pertain in any way to immigration;

g. "Notarial services" means services which pertain in any way to services that may be offered by a notary public;

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h. "Legal services" means services which pertain to the preparation of a document incident to an action/special proceeding, the management of the action or proceeding on behalf of a client before a court or other adjudicatory entity, the giving of legal advice, or the rendering of any service requiring the use of legal skill or knowledge that only a duly licensed attorney may provide;

i. "Compensation" means money, service, facility, or other thing of value or financial benefit that is received or is to be received in return for or in connection with services rendered or to be rendered, as defined in section 305.002 of the Texas Government Code; and

j. The singular shall be deemed to include the plural and the feminine shall be deemed to include the masculine, the disjunctive ("or") shall be deemed to include the conjunctive ("and"), the conjunctive ("and") shall be deemed to include the disjunctive ("or"), and each of the functional words, ("each," "every," "any," and "all") shall be deemed to include each of the other functional words.

III. PERMANENT INJUNCTION

16. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Sanchez, his successors, assigns, officers, agents, subcontractors, servants, employees, corporations, 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,

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corporation, subsidiary, division, entity or other devise, **SHALL BE PERMANENTLY ENJOINED** from engaging in the following acts or practices:

a. Advertising via print, billboard, Internet, social media, or through any other means immigration or bond services[1];

b. Offering for sale, selling, soliciting, or providing immigration services[2];

c. Failing to honor any requests by consumers referred or obtained by or through Boone-Delgado (or a business owned or operated by Boone-Delgado that offers or provides immigration, notarial, or legal services) to rescind any agreements or contracts with Sanchez without further obligation;

d. Harassing or threatening consumers with deportation or other legal action;

e. Accepting money or valuable consideration in exchange for providing immigration services[3];

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[1] This term does not apply if Sanchez is authorized to practice federal or state law within the State of Texas or is an employee or subcontractor of a law firm owned and operated by an attorney authorized to practice federal or state law within the State of Texas and Sanchez advertises under the supervision and direction of an attorney of such a firm.

[2] Sanchez may offer for sale, sell, or provide immigration services if he is authorized to practice federal or state law within the State of Texas or is an employee or subcontractor of a law firm owned and operated by an attorney authorized to practice federal or state law within the State of Texas and the activities are performed under the supervision and direction of an attorney of such a law firm and do not constitute the unauthorized practice of law.

[3] Sanchez may accept money or valuable consideration if he is authorized to practice federal or state law within the State of Texas or is an employee or subcontractor of a law firm owned and operated by an attorney authorized to practice federal or state law within the State of Texas and Sanchez accepts it on behalf of said firm and under the direction of an attorney.

f. Accepting money or valuable consideration from any person seeking assistance to obtain a benefit under U.S. immigration laws for himself/herself or any other person (*see* FN 3);

g. Advising any person whether to file a petition, application, or seek any form of relief to obtain a benefit under U.S. immigration laws for himself/herself or any other person unless Sanchez is a duly licensed attorney authorized to practice federal or state law within the State of Texas[4];

h. Preparing for any person a petition, application, or other form(s) to obtain a benefit under U.S. immigration laws for himself/herself or any other person (*see* FN 4);

i. Holding himself out to the public as an "attorney," "immigration specialist," "immigration counselor," "immigration consultant," or the like, and by any title or designation incorporating the word "immigration" or an abbreviation thereof unless Sanchez is a duly licensed attorney authorized to practice federal or state law within the State of Texas (*see* FN 4);

j. Representing, directly or by implication, that Sanchez has the skill, expertise, or competence to handle immigration matters unless Sanchez is a duly

[4] Sanchez may prepare petitions, applications, or other forms if he is authorized to practice federal or state law within the State of Texas or is an employee or subcontractor of a law firm owned and operated by an attorney authorized to practice federal or state law within the State of Texas and the preparation does not constitute the unauthorized practice of law and is performed under the supervision and direction of an attorney of such a law firm. Sanchez may not hold himself out to the public as an attorney unless he is duly licensed to practice law in a jurisdiction of the United States.

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licensed attorney authorized to practice federal or state law within the State of Texas (*see* FN 4);

k. Showing, directly or by implication, any affiliation, connection, or association of an address or telephone number in the United States with an immigration or legal service in another country;

l. Representing, directly or by implication, that this Court or the Office of the Texas Attorney General have approved any good or service sold or offered for sale by Sanchez, or approved of any of Sanchez's business practices;

m. Receiving any funds (principal and/or interest) for any immigration bonds currently pending with federal immigration authorities in connection with consumers referred or obtained by or through Boone-Delgado[5];

n. Accepting money or valuable consideration for performing immigration bond services (*see* FN 3);

o. Representing, directly or by implication, that legal services will be provided under the direct supervision of an attorney when such is not the case;

p. Claiming an ownership of funds obtained by Boone-Delgado in connection with consumers referred or obtained by Boone-Delgado, or a business owned

[5] If Sanchez is an obligor on any pending immigration bonds, Sanchez shall comply with the terms of the bond. Sanchez is authorized to receive funds only to the extent that a bond for which he is obligor has been cancelled or breached and federal authorities return the principal and/or interest on that principal to him in his capacity as obligor. Sanchez immediately upon receipt of said funds shall return the full amount of payment made to him by federal authorities to consumers who provided the cash bond funds to him.

or operated by Boone-Delgado that offers or provides immigration, notarial, or legal services;

q. Selling, marketing, promoting, advertising, soliciting, or distributing materials to any future consumers who are referred or obtained by or through Boone-Delgado, or a business owned or operated by Boone-Delgado that offers or provides immigration, notarial, or legal services;

r. Working in any capacity with Boone-Delgado, or for a business owned or operated by Boone-Delgado; and

s. Serving as an immigration sponsor unless Sanchez, in good faith and in accordance with all state and federal law, intends to receive, maintain, and support an immigrant with housing, food, and money as represented in documents submitted to federal immigration authorities.

17. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the above-referenced injunctive terms are intended to effectively prevent such activity by Sanchez 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.

IV. JUDGMENT

18. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the State shall have judgment from Sanchez for civil penalties in the amount of Seventy Thousand and 00/100 Dollars ($70,000.00). Of this award, Sixty Five Thousand and 00/100 Dollars

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($65,000.00) shall be abated for a period of ten (10) years from entry of the AFJPI, subject to paragraph 19 below. If, after ten (10) years, none of the conditions of default specified in paragraph 19 below has occurred, then the abated amount shall be permanently and unconditionally abated.

19. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Sanchez will be in default of this AFJPI if Sanchez violates any terms in Section III (Permanent Injunction) above. If the State believes that Sanchez is in default of the AFJPI for any reason, the State shall provide Sanchez with written notice, by certified mail to Sanchez's last known address, of the circumstances that the State believes constitute a default. Sanchez shall have ten (10) days to provide the State with written documentation that no such default occurred or to cure such default. If a dispute continues to exist with respect to whether Sanchez 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. Sanchez shall bear the cost of such neutral third party.

20. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that in the event of a finding of default of Section III (Permanent Injunction) of this AFJPI by a neutral third party, the State shall be entitled to declare the unpaid principal balance, earned interest, and any other amounts owed on the obligation immediately due. Sanchez waives all demand for payment, presentation for payment, notice of intention to accelerate maturity,

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notice of acceleration of maturity, protest, and notice of protest to the extent permitted by law. In the event that Sanchez has not paid the full amount within ten (10) 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.

21. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Sanchez's indebtedness to the State for the civil penalties identified above are for alleged violations of section 17.46 of the DTPA. These civil penalties are not compensation for actual pecuniary loss.

22. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the State shall have judgment from Sanchez in the amount of Four Thousand Three Hundred and 00/100 Dollars ($4,300.00) for restitution and restoration of money or other property taken from consumers. Restitution that cannot be disbursed for reasons enumerated in section 402.007 of the Texas Government Code shall be credited to the judicial fund for programs approved by the supreme court that provide basic legal services to the indigent population.

23. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the State shall have judgment from Sanchez in the amount of Five Thousand Seven Hundred and 00/100 Dollars ($5,700.00) for reimbursement of attorneys' fees and investigative costs to the Office of the Texas Attorney General, which fees were incurred on behalf of the Plaintiff and do not constitute an antecedent debt with respect to this litigation.

24. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Sanchez shall pay to the State Fifteen Thousand and 00/100 Dollars ($15,000.00) representing civil

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penalties ($5,000.00), restitution for consumers ($4,300.00), and attorneys' fees ($5,700.00) as ordered in paragraphs 18, 22, and 23. Sanchez shall make the first payment of Two Thousand and 00/100 Dollars ($2,000.00) upon signing the AFJPI. Eight subsequent consecutive payments of One Thousand Four Hundred Forty Four and 44/100 Dollars ($1,444.44) shall be paid on or before the first of each month beginning on March 1, 2016, with a final payment of One Thousand Four Hundred Forty Four and 48/100 Dollars ($1,444.48) on or before November 1, 2016. All payments shall be paid via certified check or wire transfer, payable to the "**STATE OF TEXAS,**" bearing the reference **AG# 143493989**, and if not by wire transfer, delivered/mailed to the **Office of the Attorney General, ATTN: Accounting Division, MC-003, P.O. Box 12548, Austin, TX 78711-2548.** Sanchez may make payment owing on the foregoing monetary obligation prior to its due date without penalty. Payments to the State will be allocated in the following order until each is fully paid: (1) restitution; (2) attorney fees' and investigative costs; and (3) civil penalties.

25. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Sanchez, by his signature below, hereby acknowledges notice of this AFJPI and acceptance of the same, therefore, no injunctive writ need be issued. Plaintiff may enforce the AFJPI through any procedure or process available under the laws of the State of Texas.

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

27. **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the terms of the Default Judgment and Permanent Injunction as to Boone-Delgado are incorporated herein and that this Order is final and disposes of all claims between the State and Sanchez and all other parties to this suit. All relief asserted or which could have been asserted among the parties to this AFJPI and suit based on the legal and factual allegations not expressly granted herein is denied.

28. **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 FEB -1 2016 day of _____, 2016.

JUDGE PRESIDING

AGREED AS TO SUBSTANCE AND FORM AND ENTRY REQUESTED:

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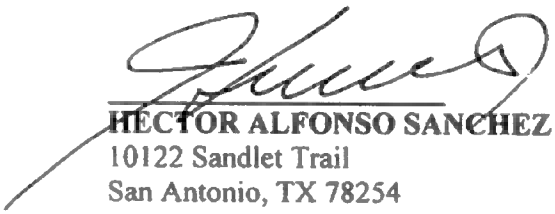

HECTOR ALFONSO SANCHEZ
10122 Sandlet Trail
San Antonio, TX 78254
Defendant

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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:

February 01, 2016

DONNA KAY McKINNEY
BEXAR COUNTY, TEXAS

By: _____
MARISSA Y UGARTE, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)