

Velva L. Price
District Clerk
Travis County
D-1-GN-16-005381
Carrisa Escalante

NO. D-1-GN-16-005381

STATE OF TEXAS,
Plaintiff,

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IN THE DISTRICT COURT OF

v.

TRAVIS COUNTY, TEXAS

JEAN PEREZ a/k/a JEAN PEREZ
BOLANOS a/k/a JEAN PEREZ DELGADO
a/k/a JEAN RODRIGUEZ d/b/a GESTORIA
BOLANOS & ASOCIADOS,
Defendant.

98TH JUDICIAL DISTRICT

PLAINTIFF’S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

The Attorney General of Texas, Ken Paxton, bringing suit in the name of the STATE OF TEXAS (“Plaintiff”) through his Consumer Protection Division, complains of JEAN PEREZ a/k/a JEAN PEREZ BOLANOS a/k/a JEAN PEREZ DELGADO a/k/a JEAN RODRIGUEZ d/b/a GESTORIA BOLANOS & ASOCIADOS (“Defendant”) and for cause of action would respectfully show the Court the following:

**I.
DISCOVERY CONTROL PLAN**

1.1 The discovery in this case is intended to be conducted under Level 3 pursuant to Texas Rule of Civil Procedure 190.4.

1.2 This case is not subject to the restrictions of expedited discovery under Texas Rule of Civil Procedure 169 because:

- a. The relief sought by Plaintiff includes non-monetary injunctive relief; and
- b. Plaintiff’s claims for monetary relief, including penalties, consumer redress and attorneys’ fees and costs, are in excess of \$100,000.00 and could exceed \$1,000,000.00.

II.
DEFENDANT AND SERVICE

2.1 Defendant, JEAN PEREZ a/k/a JEAN PEREZ BOLANOS a/k/a JEAN PEREZ DELGADO a/k/a JEAN RODRIGUEZ d/b/a GESTORIA BOLANOS & ASOCIADOS, is an individual Texas resident who may be served with process by serving her at 12614 River Bend Circle, Laredo, Texas 78045, or wherever she may be found.

III.
JURISDICTION

3.1 This action is brought by Attorney General Ken Paxton, through his Consumer Protection Division, in the name of the State of Texas and in the public interest under the authority granted to him by Section 17.47 of the Texas Deceptive Trade Practices – Consumer Protection Act,¹ (“DTPA”). At all times relevant to this cause, Defendant has been a Texas resident and has conducted her false, misleading and deceptive business practices in the course of trade and commerce as defined in, and declared unlawful by, sections 17.46(a) and (b) of the DTPA. In suits filed under section 17.47 of the DTPA, Plaintiff is authorized to seek civil penalties, monetary restitution or restoration of property for identifiable persons, injunctive relief, and other remedies.² This Court has subject matter jurisdiction to adjudge this controversy and it has personal jurisdiction over the Defendant.

IV.
VENUE

- 4.1 Venue of this suit lies in Travis County, Texas for the following reasons:
- a. Under section 17.47(b) of the DTPA, venue is proper because Defendant’s principal place of business has been in Travis County, Texas; and

¹ TEX. BUS. & COM. CODE § 17.41 *et seq.* (West 2015).

² *See* TEX. BUS. & COM. CODE § 17.47 (West 2015).

- b. Under section 17.47(b) of the DTPA, venue is proper because the transactions made the basis of this suit occurred in Travis County, Texas.

**V.
PUBLIC INTEREST**

5.1 Because Plaintiff has reason to believe that Defendant has engaged in, and will continue to engage in, the unlawful practices set forth below, Plaintiff has reason to believe Defendant has caused and will cause adverse effects to legitimate business enterprises which lawfully conduct trade and commerce in this State, and will cause damage to the State of Texas and to persons from whom moneys or properties are unlawfully acquired by Defendant. Therefore, the Consumer Protection Division of the Office of the Attorney General of Texas believes and is of the opinion that these proceedings are in the public interest.

**VI.
TRADE AND COMMERCE**

6.1 Defendant has engaged in “trade” and “commerce” as those terms are defined by section 17.45(6) of the DTPA.

**VII.
ACTS OF AGENTS**

- 7.1 Whenever in this Petition it is alleged that Defendant did any act, it is meant that:
- a. Defendant performed or participated in the act; or
 - b. Defendant’s agents, employees or representatives performed or participated in the act on behalf of and under the authority of Defendant.

**VIII.
CONDITIONS PRECEDENT HAVE BEEN MET**

8.1 Plaintiff has met all conditions precedent for bringing this action. The Consumer Protection Division is of the opinion that there is good cause to believe that Defendant would evade

service of process if Plaintiff were to provide the pre-suit notice described by section 17.47(a) of the DTPA. Therefore, Plaintiff is excused from the pre-suit notice requirement set forth in section 17.47(a) of the DTPA.

**IX.
NATURE OF DEFENDANT’S BUSINESS**

9.1 Defendant’s business has purported to provide a service whereby Defendant will obtain the necessary legal documents for consumers to legally export to Mexico, for sale or personal use, their automobiles, vans, trucks, trailers, all-terrain vehicles (“ATVs”), tractors and other farm vehicles, farming equipment, construction vehicles or equipment, boats or other watercraft, and motorcycles which have certificates of title issued by a state in the United States.

**X.
SPECIFIC FACTUAL ALLEGATIONS**

10.1 Since at least 2014, Defendant has been the sole proprietor of a business with an assumed name of Gestoria Bolanos & Asociados. Until approximately April of 2016, Defendant maintained an office and primary place of business for Gestoria Bolanos & Asociados at 3807-3 North Interstate Highway 35, Austin, Texas. Until as recently as December 2015, Defendant also rented a stall at Austin Marketplace, a flea market in Austin, where Defendant conducted her purported vehicle export business with the public on weekends.

10.2 Defendant advertised her purported vehicle export services in newspaper ads, list services, Craigslist and Facebook. She also advertised in signage at Austin Marketplace and outside of her Austin office adjacent to the North Interstate Highway 35 frontage road. In one or more of these advertisements, Defendant falsely represented that she was a customs agent and that the consumer’s business arrangement for exporting titled goods to Mexico would be with a customs agent or broker and not with intermediaries. In fact, the purported agreement that

Defendant required customers to sign in order to receive her vehicle export services was not with a customs agent or broker but instead purported to be as to Defendant alone. At all times relevant to this suit, Defendant has not been a customs agent or a licensed customs broker.

10.3 Defendant also published advertisements that Gestoria Bolanos & Asociados was a registered company authorized to provide these vehicle export services when, in actuality, Defendant had no valid authorizations, certificates, licenses or registrations with or from any governmental entity to provide these export services in Texas or anywhere else. Some advertisements also represented that consumers would only need to pay a deposit of \$300 without additional fees until the transaction was completed.

10.4 Defendant employed or utilized various family members to assist her in this fraudulent business scheme, including but not limited to Esteffan Emilio Rodriguez and Debra Rodriguez. Defendant also held herself out to the Texas public as a “licenciada” and a paralegal but has no licenses, degrees, certificates or other qualifications to practice law or act as a paralegal in Texas.

10.5 When new customers met with Defendant to discuss or obtain the vehicle export services advertised, Defendant represented that the documents necessary for the customer to legally export their vehicle to Mexico would be completed and delivered to the customer in a fairly short and definite period of time, typically less than a month. Defendant also required that the customer hand over the original certificate of title for each vehicle to be exported to Mexico. In addition, the customer was made to sign a Spanish language form written and provided by Defendant. Although there was not a signature line on the form to evidence Defendant’s agreement to its terms, and it was not Defendant’s practice to sign the form, Defendant would maintain in subsequent dealings with the customer that the form the customer signed was a binding,

enforceable contract between Defendant and the customer. After the customer signed the form provided by the Defendant, if the customer wanted a copy of the signed form or the original titles the customer provided, Defendant's typical practice was to either refuse to provide any copies or to demand that the customer pay an exorbitant amount for copies.

10.6 Contrary to some of her advertising, Defendant demanded upfront payment in cash of the entire amount of the fee for her vehicle export services before beginning work for the customer. The fee varied based on the customer's particular needs but was usually thousands of dollars. After obtaining the customer's original title documents, cash payment, and signature on the provided form, Defendant's pattern and practice was to fabricate reasons to subsequently demand additional amounts of cash in order to complete her services, assuring the customer that the necessary legal documentation would be obtained in the near future if the additional payment was made. If the customer made the additional cash payment, Defendant's pattern and practice was to invent yet another reason to demand even more cash until there came a point when the customer eventually refused to pay any additional funds. Anytime the customer objected to paying more cash or refused to make the additional cash payment demanded, Defendant would threaten to perform no further work. Defendant would also inform the customer that the failure to pay the additional cash, or even complaining about paying more, was a breach of the supposed contract the customer signed. The form the customer was required to sign contains numerous unenforceable and unconscionable terms, including language suggesting that, if the customer complained about any aspect of Defendant's services, the Defendant could unilaterally terminate their arrangement and keep all of the customer's prior cash payments and original vehicle titles.

10.7 In addition, after receiving the total upfront cash payment and the original title(s) from the customer, Defendant's pattern and practice was to not deliver any of the promised

paperwork necessary to export the customer's vehicle or related equipment to Mexico. To date, Plaintiff has not been able to discover a single instance where Defendant actually performed the motor vehicle export services she promised to perform. Defendant's consistent pattern and practice was to provide vague and undocumented excuses for why the necessary paperwork was not ready by the date originally promised, assuring customers that the paperwork would eventually be completed. If the customer persisted in complaining about delays in Defendant's performance, Defendant, if she chose to respond at all, would refer to the form initially signed by the customer, argue that the customer's conduct was a breach permitting Defendant to unilaterally terminate the supposed contract, and state that the supposed contract allowed Defendant to keep all cash and original vehicle titles previously furnished by the customer.

XI.

VIOLATIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT

11.1 Plaintiff incorporates and adopts by reference in this section the allegations contained in each and every preceding paragraph of this petition.

11.2 Defendant, as alleged and detailed above, has in the course of trade and commerce engaged in false, misleading and deceptive acts and practices declared to be unlawful under section 17.46(a) of the DTPA.

11.3 Defendant, as alleged and detailed above, has in course of trade and commerce violated section 17.46(b)(2) of the DTPA by causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of services.

11.5 Defendant, as alleged and detailed above, has in the course of trade and commerce violated section 17.46(b)(3) of the DTPA by causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another.

11.6 Defendant, as alleged and detailed above, has in the course of trade and commerce violated section 17.46(b)(5) of the DTPA by representing that services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which she does not.

11.7 Defendant, as alleged and detailed above, has in the course of trade and commerce violated section 17.46(b)(7) of the DTPA by representing that services are of a particular standard or quality, when they are of another.

11.8 Defendant, as alleged and detailed above, has in the course of trade and commerce violated section 17.46(b)(9) of the DTPA by advertising services with intent not to sell them as advertised.

11.9 Defendant, as alleged and detailed above, has in the course of trade and commerce violated section 17.46(b)(12) of the DTPA by representing that an agreement confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law.

11.10 Defendant, as alleged and detailed above, has in the course of trade and commerce violated section 17.46(b)(24) of the DTPA by failing to disclose information concerning goods or services which was known at the time of the transaction when 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.

XII.

REQUEST FOR TEMPORARY INJUNCTION AND PERMANENT INJUNCTION

12.1 Plaintiff incorporates and adopts by reference in this section the allegations contained in each and every preceding paragraph of this petition.

12.2 As alleged above, Defendant has repeatedly violated the DTPA as to numerous Texas consumers. Defendant will continue to violate the DTPA and retain the benefits of her ill-

gotten gains unless temporarily and permanently restrained by this Court. The entry of such injunctions are in the public interest.

12.3 Plaintiff therefore prays that Defendant be cited according to law to appear and answer herein, that after notice of hearing to Defendant that the Court issue a TEMPORARY INJUNCTION temporarily restraining and enjoining and, upon final hearing, a PERMANENT INJUNCTION permanently restraining and enjoining Defendant, her agents, servants, employees and representatives, and all other persons acting in concert with any such individuals, from engaging in any of the following acts or practices:

- a. Advertising in Texas that Defendant is authorized to provide vehicle export services if Defendant fails to disclose what “authorizations” the Defendant has to perform vehicle export services in Texas;
- b. Accepting payment of any sort to perform vehicle export services for any consumer, unless the services by the Defendant have been fully completed;
- c. Advertising in Texas, or to an advertising market which includes any part of Texas, or representing to any individual located in Texas, orally or in writing, through any medium or means, in any language, that Defendant is a customs broker, or similar words to this effect, if Defendant is not duly and lawfully registered to be a customs broker;
- d. Spending, transferring, converting, hiding or secreting any money originally obtained from a customer in relation to Defendant’s vehicle export assistance services, with the exception of spending or transferring such funds pursuant to an order or judgment signed by this Court;
- e. Requesting or demanding, orally or in writing, any amount of money related to Defendant’s vehicle export assistance services from any current or former customer of such services; and
- f. Destroying, transferring, hiding, secreting or moving to a location outside of the State of Texas any records, vehicle titles, trailer titles, farm or construction equipment titles, boat or watercraft titles, books, contracts, agreements, forms, computers, ledgers, customer lists, payment records, electronic data of any kind, or any other records belonging to Defendant related to Defendant’s past or present vehicle export assistance services or which were provided to Defendant by a current or former customer of Defendant’s vehicle export assistance services.

XIII.
RULE 194 REQUEST FOR DISCLOSURE

13.1 Pursuant to Texas Rule of Civil Procedure 194, the Plaintiff requests that Defendant disclose to Plaintiff, within fifty (50) days of being served with this petition, all of the information and materials described in Rule 194.2.

XIV.
REQUEST FOR JURY TRIAL

14.1 Plaintiff herein requests a jury trial and will tender the jury fee to the Travis County District Clerk's Office pursuant to Texas Rule of Civil Procedure 216 and Texas Government Code section 51.604.

XV.
CONCLUSION AND PRAYER

15.1 Plaintiff prays that upon final hearing this Court will sign and enter a final judgment and permanent injunction against Defendant which:

- a. Finds that the Defendant violated section 17.46 the DTPA, including but not limited to violating section 17.46(a) of the DTPA;
- b. Orders Defendant to pay civil penalties to Plaintiff of not more than \$20,000.00 per violation for each and every violation by Defendant of the DTPA, as authorized by Texas Business and Commerce Code section 17.47(c)(1);
- c. Orders Defendant to restore all money or other property acquired from consumers by means of the unlawful acts or practices enjoined;
- d. Orders Defendant to pay all of Plaintiff's court costs, reasonable costs of investigation, and reasonable attorneys' fees pursuant to section 17.47 of the DTPA and Texas Government Code section 402.006(c);
- e. Orders Defendant to pay post-judgment interest at the applicable legal rate on all sums awarded to Plaintiff;
- f. Permanently restrains and enjoins Defendant and her employees, agents, representatives and other persons acting in concert with such individuals,

from engaging in any of the conduct sought to be restrained or enjoined as specified in Section XII of this petition; and

- g. Grants other relief to which Plaintiff may be justly entitled.

Respectfully submitted,

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