

11-07166

CAUSE NO. _____

THE STATE OF TEXAS,
Plaintiff

V.

ESTELLA SAUCEDO COFOID,
Individually, and d/b/a SAUCEDO
SYSTEMS INTEGRATION, LTD
d/b/a SAUCEDO LATINO SERVICES
Defendant

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IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

193rd-L

_____ JUDICIAL DISTRICT

AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION

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

STIPULATIONS

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

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

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

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

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

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

It is stipulated by and between the parties that Defendant has been and/or is engaged in “trade” and “commerce” as defined by Section 17.45(6) of the DTPA as she operated and/or operates a ‘notario publico’ and immigration service provider business to consumers within the State of Texas.

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

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

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

FINDINGS

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

accordingly this Judgment should be entered by the Court.

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

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

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

THE COURT FINDS that Defendant may have and may be violating §17.46(a) or (b) of the DTPA, by engaging in the business as an immigration services provider without a license as an attorney or accreditation by the Board of Immigration Appeals (8 C.F.R. § 292) as well as representing herself or business as a 'notario publico' in violation of § 406.017(a) of the Texas Government Code which is also a violation of the DTPA, and further that unless Defendant is enjoined from the acts prohibited below, Defendant may continue to use deception in purporting to assist consumers with immigration and other services for a fee. It appears, that unless Defendant is enjoined from the acts prohibited below, Defendant may continue to commit such acts. Such continued violations of the DTPA and other law may well cause more consumers to irreparably lose money through misrepresentations and deceptive transactions.

DEFINITIONS

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

1. "Defendant" or "Defendants", whether singular or plural, shall mean ESTELLA SAUCEDO COFOID, Individually, and d/b/a SAUCEDO SYSTEMS INTEGRATION, LTD d/b/a SAUCEDO LATINO SERVICES, and her successors, assigns, officers, agents, subcontractors, servants, employees, attorneys, corporations and any other persons in active concert or participation with them.

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

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

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

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

or by means of any medium including through use of the Internet.

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

7. "C.F.R." shall mean the CODE OF FEDERAL REGULATIONS.

8. "BIA" shall mean the Board of Immigration Appeals.

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

10. The business of "immigration services provider" means immigration assistance services to consumers including but not limited to counsel or advice to, preparation of, and/or selection of official forms or documents for the purpose of making application for or to obtain immigration or other visa's, permits or waivers, naturalization or citizenship, travel or residency permits, or related legal documents of any type or form, or taxpayer or social security numbers, for a fee.

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

PERMANENT INJUNCTION

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

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

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

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

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

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

F. Advising or counseling any person whether or not to file a petition, application, or

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

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

H. Representing or holding herself out, by any means, to the public as an “immigration specialist,” “immigration counselor,” or “immigration service provider” and by any title or designation incorporating the word “immigration” or an abbreviation thereof until Defendant is able to fully comply with applicable law by becoming a licensed attorney, a properly supervised law student, or by becoming accredited by the U.S. Board of Immigration Appeals;

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

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

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

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

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

N. Accepting or soliciting money or valuable consideration for advising or counseling

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

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

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

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

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

R. Failing to post notice at 8016 Spring Valley Rd., Dallas, Dallas County, Texas 75240, and at any other place where Defendant may conduct business, during the pendency of this suit and thereafter until there is full and complete compliance with the payment obligation of this Judgment, which notice shall be on the front-side of the front door, in bold-faced type of a minimum size of 16 points, in both English and Spanish, and shall state:

NOTICE

ESTELLA SAUCEDO COFOID, INDIVIDUALLY, AND D/B/A SAUCEDO SYSTEMS INTEGRATION, LTD D/B/A SAUCEDO LATINO SERVICES HAS BEEN SUED BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL FOR ENGAGING IN THE UNAUTHORIZED PRACTICE OF IMMIGRATION LAW.

THE DISTRICT COURT HAS ORDERED ESTELLA SAUCEDO COFOID, INDIVIDUALLY, AND D/B/A SAUCEDO SYSTEMS

INTEGRATION, LTD D/B/A SAUCEDO LATINO SERVICES TO STOP CONDUCTING BUSINESS AS AN IMMIGRATION SERVICE PROVIDER.

IF YOU HAVE ANY QUESTIONS, OR IF YOU BELIEVE YOU WERE A VICTIM, PLEASE CALL 214-969-5310.

ADVISO

ESTELLA SAUCEDO COFOID, INDIVIDUALLY, AND D/B/A SAUCEDO SYSTEMS INTEGRATION, LTD D/B/A SAUCEDO LATINO SERVICES HA SIDO DEMANDADA POR LA OFICINA DEL PROCURADOR GENERAL DE TEXAS POR ENVOLUCRARSE EN LA PRACTICA DE LEYES DE INMIGRACION SIN AUTORIZACION.

LA CORTE DEL DISTRICTO HA ORDENADO A ESTELLA SAUCEDO COFOID, INDIVIDUALLY, AND D/B/A SAUCEDO SYSTEMS INTEGRATION, LTD D/B/A SAUCEDO LATINO SERVICES DE PARAR SU NEGOCIO DE SERVICIOS DE INMIGRACION.

SI USTED TIENE ALGUNA PREGUNTA O PIENSA QUE FUE UNA VICTIMA, POR FAVOR LLAME AL 214-969-5310.

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

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

IT IS FURTHER ORDERED ADJUDGED AND DECREED that Plaintiff, the State of

Texas is exempt from a bond under TEX. CIV. PRAC. & REM. CODE § 6.001 and TEX. BUS. & COM. CODE § 17.47(b) in connection with this Permanent Injunction.

MONETARY REMEDIES, CIVIL PENALTIES, FEES AND COSTS

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff, the State of Texas, shall have and recover judgment against Defendant, ESTELLA SAUCEDO COFOID, Individually, and d/b/a SAUCEDO SYSTEMS INTEGRATION, LTD d/b/a SAUCEDO LATINO SERVICES, as a civil penalty, the sum of FORTY THOUSAND AND NO/100THS DOLLARS (\$40,000.00). Defendant is jointly and severally liable for this judgment amount and shall pay and deliver said sum instanter to the State of Texas as set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff, the State of Texas, shall have and recover judgment against Defendant, ESTELLA SAUCEDO COFOID, Individually, and d/b/a SAUCEDO SYSTEMS INTEGRATION, LTD d/b/a SAUCEDO LATINO SERVICES, as reasonable attorney's fees, the additional sum of FIVE THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS (\$5,500.00). Defendant is jointly and severally liable for this judgment amount and shall pay and deliver said sum to the State of Texas as set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant, ESTELLA SAUCEDO COFOID, Individually, and d/b/a SAUCEDO SYSTEMS INTEGRATION, LTD d/b/a SAUCEDO LATINO SERVICES, shall pay all taxable costs of court in this cause. Defendant is jointly and severally liable for this judgment amount and shall pay and deliver said sum to the State of Texas as set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, except as otherwise

provided herein, payment of the judgment amounts aforesaid is due upon entry of this Judgment and shall only be made by certified check or money order payable to the State of Texas, Office of the Attorney General, delivered to the Office of the Attorney General, Dallas Regional Office, 1412 Main Street, Suite 810, Dallas, Texas 75202-4065, and identified for proper accounting credit by this case Cause Number and OAG # 113258693.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, notwithstanding anything herein to the contrary, payment of THIRTY-SIX THOUSAND AND NO/100THS DOLLARS (\$36,000.00), of the FORTY THOUSAND AND NO/100THS DOLLARS (\$40,000.00) civil penalty judgment aforesaid shall be abated for a period of ten (10) years herefrom without any interest accruing thereon (hereinafter, the "Abated Judgment"), conditioned on Defendant's substantial and material compliance with the terms of the permanent injunction and other obligations ordered herein, whereupon said sum shall be deemed in all respects fully and completely paid. Consequently, if Defendant does not violate the terms of this Permanent Injunction during the ten (10) years of abatement, Defendants will never have to tender payment of the Abated Judgment of THIRTY-SIX THOUSAND AND NO/100THS DOLLARS (\$36,000.00) to Plaintiff, the State of Texas. The remaining balance of FOUR THOUSAND AND NO/100THS DOLLARS (\$4,000.00), of the FORTY THOUSAND AND NO/100THS DOLLARS (\$40,000.00) civil penalty judgment aforesaid, shall be paid and delivered by Defendant to the State of Texas as set forth herein.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that as agreed by and between the parties that Defendant shall make payment to the State of Texas of the total sums due upon the entry of this Judgment by payment of \$950.00 on or before entry and payment of the balance

remaining in not more than 24 equal monthly installment payments of \$356.25 each, until the total sum due upon entry of this Judgment is paid in full. A default in this agreed payment schedule shall be considered a failure to materially and substantially comply with the orders of the Court in this Judgment, whereupon the Abated Judgment shall be immediately due, owing and paid by Defendant to the State.

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

OTHER RELIEF

IT IS FURTHER ORDERED ADJUDGED AND DECREED that if Defendant, ESTELLA SAUCEDO COFOID, Individually, and d/b/a SAUCEDO SYSTEMS INTEGRATION, LTD d/b/a SAUCEDO LATINO SERVICES, does not fulfill, or only partially fulfill, the payment obligations set forth herein above, or violates the terms and conditions of the permanent injunction set forth herein above, the facts as alleged in the Plaintiff's Original Petition in this cause shall be taken as stipulated true by the Defendant in any subsequent litigation filed by the State to enforce its rights pursuant to this final Judgment, including, but not limited to, a non-dischargeability complaint in any subsequent bankruptcy proceeding.

IT IS FURTHER ORDERED ADJUDGED AND DECREED that if the Defendant violates the terms and conditions of the permanent injunction set forth herein above, the Defendant may additionally be subject to damages, fines, or other penalties allowed by law, to be determined by this Court, for the acts that constitute a violation of the terms and conditions of the permanent injunction.

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

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

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

IT IS FURTHER ORDERED ADJUDGED AND DECREED that the entry of this Agreed Final Judgment and Permanent injunction shall in no way affect the rights of individual consumers or citizens.

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

SIGNED this 9th day of June, 2011, at 11:31 a.m.



JUDGE PRESIDING

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

ATTORNEY GENERAL OF TEXAS



ANDREW D. LEONIE - SBN: 12216500
Assistant Attorney General
Consumer Protection & Public Health Division
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**ATTORNEYS FOR PLAINTIFF
THE STATE OF TEXAS**



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and d/b/a SAUCEDO SYSTEMS
INTEGRATION, LTD d/b/a SAUCEDO
LATINO SERVICES, Pro Se
TDL: XXXX 7183 (Last four numbers)
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Tel: 214-232-5093 Fax: N/A

**DEFENDANT
PRO SE**