

AUG 30 2013

At 1:32 pm M.
Amalia Rodriguez-Mendoza, Clerk

Cause No. D-1-GV-12-001092

STATE OF TEXAS	§	IN THE DISTRICT COURT
Plaintiff,	§	
	§	
v.	§	TRAVIS COUNTY, TEXAS
	§	
CRISTO VIVE, CHRISTIAN SOCIAL	§	
SERVICES INC., JORGE SANCHEZ	§	
GUTIERREZ, MARIA EUGENIA	§	
RODARTE SANCHEZ, AND	§	
LESLIE BERNARD "BERNIE"	§	
BOUDREAUX JR.	§	
Defendants.	§	53RD JUDICIAL DISTRICT

AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION

CAME ON THIS DAY BEFORE THIS COURT, the State of Texas ("State"), acting by and through Attorney General Greg Abbott, on behalf of his Consumer Protection Division, and Defendants, Cristo Vive, Christian Social Services, Inc. ("Cristo Vive"), Jorge Sanchez Gutierrez, individually and as secretary and executive director of Cristo Vive ("Defendant Sanchez"), Maria Eugenia Rodarte Sanchez, individually and as treasurer of Cristo Vive ("Defendant Rodarte"), and Leslie Bernard "Bernie" Boudreaux Jr., individually and as president of Cristo Vive ("Defendant Boudreaux"). The parties wish to make the following stipulations and agree to entry of this Agreed Final Judgment and Permanent Injunction (hereafter "AFJPI").

I. STIPULATIONS

The Parties stipulate that:

- A. The Court has jurisdiction over the subject matter of this action and over the Defendants in this matter.
- B. Nothing in this AFJPI, in any way, affects an individual's cause of action under the DTPA, or any other law or regulation of this State.



C. **Cristo Vive, Christian Social Services, Inc., Jorge Sanchez Gutierrez, Maria Eugenia Rodarte Sanchez and Leslie Bernard "Bernie" Boudreaux, Jr.** acknowledge notice of this AFJPI and acceptance of same.

D. All parties agree 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 Judgment.

II. DEFINITIONS

The parties agree that, for purposes of this AFJPI, the following definitions shall apply:

A. **"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.

B. **"Deemed date of receipt"** means ten days from the date that the notice or letter is put in the mail.

C. **"DTPA"** means the Texas Deceptive Trade Practices - Consumer Protection Act, Texas Business and Commerce Code, Sections 17.41 - 17.63, inclusively.

D. **"Immigration Services"** means providing or offering assistance for a fee to individuals with immigration issues including preparing documents to be presented to any United States immigration agency for purposes of obtaining permanent or temporary legal status to remain in the United States, advising any person whether or not to file a petition, application, or other form to obtain a benefit under United States immigration laws, and/or offering to represent an individual before the Board of Immigration Appeals or any other governmental agency or unit that could grant a benefit to the individual under United States Immigration laws.

E. **"Individual defendants"** means Jorge Sanchez Gutierrez, Maria Eugenia Rodarte Sanchez and Leslie Bernard "Bernie" Boudreaux.



F. "Represent explicitly" means to make an affirmative declaration of the representation orally, in writing, or through other communication.

G. "Represent implicitly" means to convey an understanding without making an outright declaration by means such as: using a picture or sample of an item; making a comparison; using an example; making only a partial disclosure so that the partial disclosure creates a false impression; failing to correct a wrong impression; providing unsolicited advice or information so as to create an impression that the person or entity providing the information is an expert in the field on which he/she/it is providing the information or advice.

H. "Restitution" means a refund to consumers of 100% of the purchase price of the goods and services purchased.

III. FINDINGS OF THE COURT

The Court finds:

- A. The Court has jurisdiction over the subject matter of this action.
- B. The Court has jurisdiction over Defendants Cristo Vive, Sanchez, Rodarte and Boudreaux.
- C. Venue is proper in Travis County, Texas.
- D. The activities of Defendants Sanchez, Cristo Vive, Rodarte and Boudreaux constitute trade and/or commerce.
- E. The Court will have continuing jurisdiction to enforce this judgment.
- F. Entry of this AFJPI is in the public interest.

IV. PERMANENT INJUNCTION

IT IS ORDERED that Defendants Cristo Vive, Sanchez, Rodarte, and Boudreaux, their agents, representatives, servants, and any other persons in active concert or participation with



them, who receive actual notice of this order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division or other devise, shall be restrained from engaging in the following acts or practices listed below.

A. Advertising that they can advise, counsel, assist, facilitate, or in any manner help consumers with immigration matters, including but not limited to, the completion of immigration forms, sending money on consumer's behalf to immigration entities/authorities, requesting fee bills on behalf of consumers, or notifying consumers of appointment times;

B. Soliciting consumers in any manner in order to assist them with immigration matters, including but not limited to, the completion of immigration forms, sending money on consumer's behalf to immigration entities/authorities, requesting fee bills on behalf of consumers, or notifying consumers of appointment times;

C. Representing to consumers, directly or indirectly, that they can assist them in immigration matters, including but not limited to, the completion of immigration forms, sending money on consumer's behalf to immigration entities/authorities, requesting fee bills on behalf of consumers, or notifying consumers of appointment times;

D. Collecting fees or any other form of compensation for assisting consumers in any immigration matter, including but not limited to, the completion of immigration forms, sending money on consumer's behalf to immigration entities/authorities, requesting fee bills on behalf of consumers, or notifying consumers of appointment times;

E. Assisting consumers in any immigration matter, including but not limited to, the completion of immigration forms, sending money on consumer's behalf to immigration entities/authorities, requesting fee bills on behalf of consumers, notifying consumers of appointment times; translating immigration documents or offering or providing citizenship classes



or any other classes related to immigration;

F. Representing to consumers, explicitly or implicitly, that they are competent to offer assistance in immigration matters;

G. Assisting consumers in any legal matter related to immigration services, including but not limited to, the completion of legal forms, sending money on consumer's behalf to courts or other legal entities/authorities, requesting bills on behalf of consumers, or notifying consumers of appointment times;

H. Representing to consumers, explicitly or implicitly, that they are competent to offer assistance in legal matters;

I. Transferring, spending, hypothecating, concealing, encumbering, withdrawing, removing, or allowing the transfer, removal, or withdrawal, of any money from the jurisdiction of this court or from any financial institution account in the name and/or for the benefit of Cristo Vive, except in the ordinary course of dissolving Cristo Vive;

J. Transferring, spending, hypothecating, concealing, encumbering, withdrawing, removing, or allowing the transfer, removal, or withdrawal of any money, stocks, bonds, assets, notes, equipment, funds, accounts receivable, policies of insurance, trust agreements, or other property, real or personal, or mixed, wherever situated, belonging to or owned by, in the possession of, or claimed by, Cristo Vive, except in the ordinary course of dissolving Cristo Vive;

K. Transferring, concealing, removing, or allowing the transfer, removal, of the client files held by Cristo Vive during any period from September 16, 2007 to the present, except as required by this judgment;

L. Being appointed, applying for, running for or acting as a director, board member, officer, or in any other capacity, for Cristo Vive, except in the ordinary course of dissolving Cristo



Vive;

M. Creating or establishing charitable entities with names similar to Cristo Vive, which are likely to cause confusion to consumers;

N. Setting up, opening, being authorized as a signatory or using, in any way, bank accounts for any entities with names similar to Cristo Vive, which are likely to cause confusion to consumers;

O. Acting as a volunteer that handles any money for any nonprofit, charitable organization;

P. Acting as a volunteer that does not handle any money for any nonprofit, charitable organization unless and until the individual Defendants receive formal training through the Center for Community Based & Nonprofit Organizations at Austin Community College or Greenlights for Nonprofit Success, which shall include courses in board governance, nonprofit accounting and reporting and volunteer training, amounting to at least 20 hours of coursework, save and except that the terms of this paragraph will not apply to (1) volunteer work that is not in any management, officer, or director capacity and that is related to being a first responder in a disaster (2) volunteer work involving a recognized church and (3) with regard to Defendant Boudreaux's involvement with Imagine Acts Ministries and/or Mission Netcast;

Q. Acting as a volunteer for any nonprofit, charitable organization unless and until after the individual Defendants provide the Consumer Protection Division of the Office of the Attorney General of Texas written proof that s/he has completed the training as required in paragraph P above save and except that the terms of this paragraph will not apply to volunteer work involving a recognized church and with regard to Defendant Boudreaux's involvement with Imagine Acts Ministries and/or Mission Netcast;



R. Acting as a volunteer for any nonprofit, charitable organization until after the individual Defendants provide a copy of this judgment to the nonprofit charitable organization for which s/he seeks to volunteer and written confirmation to the Consumer Protection Division of the Office of the Attorney General of Texas that s/he has done so, save and except that the terms of this paragraph will not apply to volunteer work involving a recognized church and with regard to Defendant Boudreaux's involvement with Imagine Acts Ministries and/or Mission Netcast;

S. Establishing, operating or holding a paid or unpaid management or director position in any nonprofit, charitable organization in Texas, regardless of its stated charitable purpose, save and except that the terms of this paragraph will not apply to volunteer work involving a recognized church and with regard to Defendant Boudreaux's involvement with Imagine Acts Ministries and/or Mission Netcast;

T. Applying for a notary license in Texas. (This provision does not apply to Defendant Boudreaux);

U. Acting as a notary public in Texas. (This provision does not apply to Defendant Boudreaux);

V. Continuing to use in any manner the name of Cristo Vive, Christian Social Services Inc., except in the ordinary course of dissolving Cristo Vive;

W. Continuing to use in any manner the client files of Cristo Vive, Christian Social Services Inc., except in gathering and transferring them to the Office of the Attorney General as set forth in this Order;

X. Continuing to use in any manner the client list of Cristo Vive, Christian Social Services Inc.;

Y. Continuing to use in any manner any equipment, furnishings or other material,



including software for which Cristo Vive paid in whole or in part, except in the ordinary course of dissolving Cristo Vive; and

Z. Making referrals of former Cristo Vive clients to any attorneys or organizations for immigration services except (1) as set out below in Section V of this judgment and (2) Defendants may refer former clients to Texas lawyer referral services, or to accredited organizations specializing in immigration law so long as none of the Defendants are associated with or in any way receive remuneration from such organizations;

AA. Applying for unemployment benefits for employment at Cristo Vive;

BB. Applying for workers compensation because of employment at Cristo Vive;

V. NOTARY, DISSOLUTION AND DISTRIBUTION

IT IS FURTHER ORDERED that Defendant Sanchez, on or before the day of this judgment, resign his commission as a notary and return his notary commission and stamp to the Texas Secretary of State's Office.

IT IS FURTHER ORDERED that Cristo Vive cease all operations and activities and be dissolved with the Board of Directors filing a formal notice of dissolution within sixty (60) days of the date of this judgment. No audit of Cristo Vive shall be required by the Office of the Attorney General as part of this judgment.

IT IS FURTHER ORDERED that Defendants shall transfer all client/consumer files in their possession to the Office of the Attorney General of Texas' Consumer Protection Division as soon as reasonably possible, but no later than August 30, 2013.

**VI. CIVIL PENALTIES AND ATTORNEY'S FEES,
PAYABLE, ABATED AND SATISFIED**

IT IS ORDERED that civil penalties in the amount of TWO HUNDRED THOUSAND



DOLLARS (\$200,000.00) are assessed against Defendant Jorge Sanchez Gutierrez.

IT IS FURTHER ORDERED that civil penalties in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00) are assessed against Defendant Maria Rodarte Sanchez.

IT IS FURTHER ORDERED that civil penalties in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00) are assessed against Defendant Leslie Bernard "Bernie" Boudreaux.

IT IS FURTHER ORDERED that these penalties are abated unless and until Defendants Sanchez, Rodarte or Boudreaux violate any terms of this AJFPI. In that event, the respective penalty amount of the individual Defendant violating the terms of the judgment will no longer be abated.

IT IS FURTHER ORDERED that Defendant Jorge Sanchez Gutierrez is assessed attorney's fees in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00). However, TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) of this amount shall be abated unless Defendant Sanchez violates the payment terms of this provision. Payment of the remaining FIFTY THOUSAND DOLLARS (\$50,000.00) shall be made over a five year period at the rate of EIGHT HUNDRED THIRTY THREE DOLLARS and THIRTY THREE CENTS (\$833.33) per month for fifty-nine (59) months, with the final payment of EIGHT HUNDRED THIRTY THREE DOLLARS AND FIFTY THREE CENTS (\$833.53) fulfilling the remainder of the balance due under this AFJPI. The first payment is due the first day of the month following thirty (30) days after the entry of this AFJPI, and a like payment being due the first of each month thereafter until the FIFTY THOUSAND DOLLARS (\$50,000.00) in attorney's fees is paid in full. The parties agree that upon the successful payment of the entire FIFTY THOUSAND DOLLARS (\$50,000.00) in attorney's fees, the remaining TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) of the attorney's fees abated shall be forgiven and the portion of the



judgment addressing attorney's fees shall be deemed satisfied.

VII. RESTITUTION

IT IS FURTHER ORDERED that Defendant Jorge Sanchez Gutierrez shall pay restitution to the consumers who transacted business with and paid monies to Defendants for immigration services from September 1, 2008 to the date of this Judgment. The amount of restitution to be paid shall be a maximum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00), with a restitution fund to be initially funded by Defendant Sanchez with a payment of THIRTY FIVE THOUSAND DOLLARS (\$35,000.00) payable as referenced in Paragraph VIII below within thirty (30) days from the date of entry of this AFJPI.

IT IS ORDERED that this restitution shall be administered by a third party claims administrator ("the claim administrator"), the cost of which shall be borne by Defendant Sanchez. A mutually accepted claim administrator will be retained within 30 days of the entry of this AFJPI.

IT IS ORDERED that the State of Texas shall send notice to all consumers who it reasonably believes transacted business with and paid monies to Cristo Vive for immigration services from September 1, 2008 to the date of this Judgment. This notice shall provide consumers information on submitting the claim for restitution, the deadline for submission of the claim and where the claim should be sent. The State of Texas will mail out this notice to consumers no later than September 27, 2013. Once the consumer restitution fund is established and notice to consumers is provided, the claims administrator will remit the monies as restitution to those consumers who complete a payee information sheet and show or verify (1) that they were the consumer(s) who paid for immigration services from Cristo Vive, and (2) the amount they paid to Cristo Vive. For purposes of the claims allowance process, a claimant must prove proof of payment by objective reasonableness, which includes but is not limited to receipts. Consumers



shall submit this information to the claims administrator within ninety (90) days after notice is sent by the State of Texas of the potential restitution. The claims administrator will then have thirty (30) days to confirm that the consumer is entitled to restitution. Within five (5) business days after making that confirmation, the claims administrator must provide notice of this confirmation to Defendant Sanchez, individually at his home address through certified mail and through his counsel of record, Ed Watt at 141 East Mercer, Suite C, Dripping Springs, Texas, 78620, providing a basis for the confirmation and including copies of all information provided by the consumer and by the claim administrator to the consumer, including but not limited to any canceled checks and/or receipts provided by the consumer. Defendant Sanchez will then have twenty (20) days after the earlier of the actual date of notice or the deemed date of receipt of each notice to dispute whether that consumer is entitled to restitution, providing the basis of that dispute to the claims administrator on or before the 21st day of receiving notice of the confirmation. Upon reasonable request, the OAG will make available for Defendant Sanchez's review (at the OAG and within 3 business days of receiving such request) any client file received from Cristo Vive and that is still in the OAG's possession pertaining to a client whose claim has been approved by the claims administrator. If Defendant Sanchez and the claims administrator cannot reach an agreement, the matter must be submitted to a mutually-agreed-upon objective third party for resolution within thirty (30) days after the dispute is brought to the administrator's attention. The decision of this party as to consumer restitution shall be binding on Defendant Sanchez and the claims administrator. Defendant Sanchez shall bear the cost of using this objective third party.

The claims administrator will distribute the money to consumers on a pro rata basis, which will be established after the ninety (90) day period with the percentage to be determined by the maximum amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) claimed



by consumers in ratio to the amount each consumer shows he or she paid. Thus, for example, if the total amount of approved claims by consumers after this ninety (90) day period is \$20,000.00 and one approved consumer shows s/he paid \$1000.00, that consumer will receive 1/20th or 5% of the actual total approved claim amount of \$20,000. If the total of approved claims is \$300,000 and one approved consumer shows s/he paid \$1,000, that consumer will receive 1/300th of the maximum cap of \$250,000.

Any unexhausted deposited restitution funds remaining after the restitution claims process is completed will be paid to the Texas Supreme Court Judicial Fund for Legal Services for the Indigent.

IT IS ORDERED that Defendant Sanchez provide additional restitution funds within a reasonable period of time after being notified by the claims administrator of the need of such funds, but in no instance shall the total amount of restitution paid by Defendant Sanchez under this judgment exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00).

In addition, checks to claimants which have not been negotiated within 120 days of issuance, shall be voided, returned to the State and processed by the State in accordance with the State's requirements regarding unclaimed property.

VIII. SECURITY FOR PAYMENT AND RELEASE THEREOF

IT IS ORDERED that the performance of the agreement to pay attorney's fees and restitution is hereby secured by a lien on the property at 5800 Manor Road, Austin, Texas 78723, with a legal description of "Lot 1, Manor Business Park Austin, Travis County, Texas." **IT IS FURTHER ORDERED** that Defendant Sanchez is responsible for ensuring that all owners of that property sign a deed of trust for the benefit of the State of Texas, securing payment of the \$50,000 in attorney's fees and up to \$250,000 in restitution and delivering a copy of said deed of



trust to the Office of the Attorney General, ATTN: Gloria Salinas, P.O. Box 12548, Austin, Texas 78711-2548.

Upon successful payment of both the attorneys' fees and the restitution amounts by Defendant Sanchez, the State of Texas will release the lien on the property listed above.

IX. PLACE AND METHOD OF PAYMENT AND GRACE PERIOD

Payments due under this AFJPI shall be tendered by the Defendants in the form of a cashier's check made payable to the "STATE OF TEXAS," and delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, MC-003, P. O. Box 12548, Austin, Texas 78711-2548. Attorney General No. 113274120 is to be referenced on the face of the check.

The Parties have agreed that in the event that Defendant Sanchez fails to make a payment when due, the State of Texas shall provide notice by certified mail, return receipt requested, to Defendant Sanchez at his personal residence and his attorney of record, Ed Watt, at 141 East Mercer, Suite C, Dripping Springs, Texas, 78620. Defendant Sanchez shall have seven (7) days from the earlier of the actual date of notice or the deemed date of receipt of notice to cure this default to remain in compliance with the terms of this AFJPI. Defendant Sanchez is only entitled to two such notices and right to cure under this AFJPI. Upon the third default, the State of Texas need not provide notice and a right to cure and the entirety of attorney's fees and civil penalties under the terms of the AFJPI shall apply as set forth in the sections abating penalties and attorney's fees.

X. MISCELLANEOUS

IT IS ORDERED that the State is authorized to monitor compliance with this AFJPI by any lawful method.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the State shall have



all writs of execution and other process necessary to enforce this Final Judgment and Permanent Injunction, however the State of Texas shall file an abstract of judgment only in the event of a default in violation of the injunctive provisions of this AFJPI and in accordance with the law.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that if in the future any definition or provision in this judgment is inconsistent with the laws of the State of Texas or any rules or regulations promulgated thereunder such laws and/or rules and regulations will prevail over the terms of this judgment, provided that the remaining terms of the Judgment not affected by such laws, rules, or regulations will remain in full force and effect.

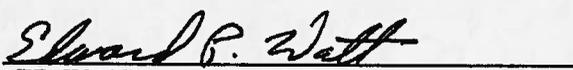
All other relief not granted is denied.

SIGNED AND ENTERED this 30 day August, 2013.


JUDGE PRESIDING

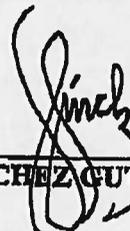
APPROVED AS TO FORM AND SUBSTANCE AND ENTRY REQUESTED:


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JORGE SANCHEZ GUTIERREZ, MARIA**



**EUGENIA RODARTE SANCHEZ AND
LESLIE BERNARD "BERNIE"
BOUDREAUX**



JORGE SANCHEZ GUTIERREZ



**MARIA EUGENIA RODARTE
SANCHEZ**

**LESLIE BERNARD "BERNIE"
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**EUGENIA RODARTE SANCHEZ AND
LESLIE BERNARD "BERNIE"
BOUDREAUX**

JORGE SANCHEZ GUTIERREZ

**MARIA EUGENIA RODARTE
SANCHEZ**

Leslie Bernard Boudreaux
**LESLIE BERNARD "BERNIE"
BOUDREAUX**

I, AMALIA RODRIGUEZ-MENDOZA, District Clerk,
Travis County, Texas, do hereby certify that this is
a true and correct copy as same appears of
record in my office. Witness my hand and seal of
office on 8-30-13



**AMALIA RODRIGUEZ-MENDOZA
DISTRICT CLERK**

By Deputy: *[Signature]*

