

NO. 2016-CI-16201

THE STATE OF TEXAS,  
Plaintiff,

v.

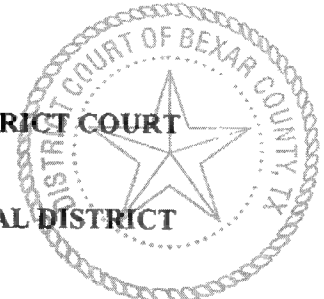
WALDEMAR JOHN LUGO,  
Defendant.

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IN THE DISTRICT COURT

166<sup>th</sup> JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS



**AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

On this 17 day of Oct., 2016, came for hearing on the above-entitled and numbered cause in which the STATE OF TEXAS ("State") acting by and through the Attorney General of Texas, Ken Paxton, is Plaintiff and WALDEMAR JOHN LUGO ("Lugo") is Defendant. The State, by and through its attorneys of record, and Lugo wish to make the following stipulations and have agreed to the entry of this Agreed Final Judgment and Permanent Injunction ("Agreed Judgment").

**STIPULATIONS**

1. The State and Lugo agree to and do not contest the entry of this Agreed Judgment.
2. Lugo stipulates that he has entered into this Agreed Judgment voluntarily in order to resolve the litigation; that he actively participated in negotiations leading to this Agreed Judgment; and that this agreement is freely and voluntarily made without duress.
3. Lugo stipulates that if he fails to comply with this Agreed Judgment, he may be subject to contempt of court punishment, including but not limited to confinement, as determined by the Court.
4. Lugo stipulates that he offered Immigration Services to individuals under the custody of Immigration and Customs Enforcement even though he is not an accredited

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representative of an organization recognized as a provider of Immigration Services by the Board of Immigration Appeals (hereinafter, "BIA") or licensed to practice law in Texas or any other jurisdiction of the United States<sup>1</sup> and that he has ceased all such conduct and business operations in the State of Texas before signing this Agreed Judgment.



5. Lugo stipulates that he communicated with prospective clients and conducted intakes in which he collected factual information and documents and that he requested and received payments from those clients or their family members.

6. Lugo stipulates that the manner in which he conducted business caused Consumers to reasonably believe that he was an attorney.

7. Lugo stipulates that he is aware of the duties placed upon him by the Agreed Judgment and is desirous and capable of carrying out those duties in full.

8. Lugo acknowledges receipt of a copy of this Agreed Judgment and has full and actual notice of its terms.

#### FINDINGS

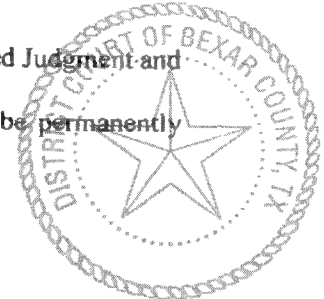
9. Having reviewed the pleadings in this case and the stipulations of the parties, the Court hereby finds as follows:

- a. The Court has jurisdiction over the parties;
- b. Venue is proper in Bexar County, Texas; and
- c. Entry of this Agreed Judgment is in the public interest.

<sup>1</sup> Title 8, part 292, of the Code of Federal Regulations explains who may represent applicants before the Department of Homeland Security and its immigration officers. Section 1292 of Title 8 provides identical regulations for who may appear before the Executive Office of Immigration Review.

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10. It appearing to the Court that the parties agree to entry of this Agreed Judgment and that they have approved entry of such, it is therefore ordered that Lugo shall be permanently enjoined as recited below.

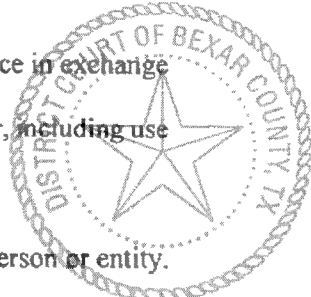


**DEFINITIONS**

11. **IT IS HEREBY ORDERED** that, as used in this Agreed Judgment, the following definitions shall be used in construing this Agreed Judgment:

- a. "Defendant" means Waldemar John Lugo and his agents, subcontractors, servants, employees, and any other Persons in active concert or participation with him;
- b. "Consumer" means an individual, partnership, corporation, this state, or a subdivision or agency of this state that 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 service for themselves in Texas or another Person located within Texas;
- c. "Person" means an individual, sole proprietorship, firm, partnership, corporation, association, joint venture or other group, or business entity, however organized;
- d. "Advertising" means any attempt, whether written, oral or electronic, made by statement or illustration, directly or indirectly, to induce the purchase of goods or services, regardless of whether the statement appears in or is communicated by print media (including the distribution of written materials such as letters, mailers, flyers, posters, newspapers, magazines) or by electronic mail, website, television, or radio. This definition includes other forms of these defined words such as "advertisement" and "advertise";

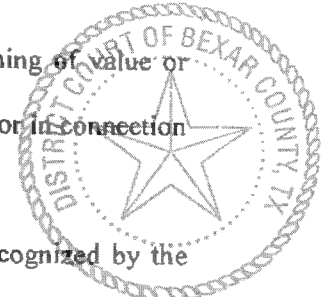
IN RE: WALDEMAR JOHN LUGO, Defendant  
Case No. 2016CI16201



- e. "Selling" means providing any Person or entity with a good or service in exchange for compensation or for anything of value for any reason whatsoever, including use of the Internet;
- f. "Distributing" means to dispense or supply a good or service to a Person or entity. This definition includes other forms of these defined words such as "distribution";
- g. "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 obtaining documents in support of any such applications;
- h. "Notarial Services" means services rendered by a Texas commissioned notary public including but not limited to taking acknowledgements, administering oaths, and certifying copies of non-recordable documents;
- i. "Legal Services" means services which pertain to the preparation of a document incident to an action or 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;

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- j. "Compensation" means money, service, facility, or any 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;
- l. "BIA-accredited Organization" means an organization that is recognized by the U.S. Department of Justice's Board of Immigration Appeals as a provider of Immigration Services pursuant to the Code of Federal Regulations, 8 C.F.R. §§ 292.2 and 1292.2. Such organizations may assist aliens in immigration proceedings before the Executive Office for Immigration Review's immigration courts, the Board of Immigration Appeals, or the Department of Homeland Security.



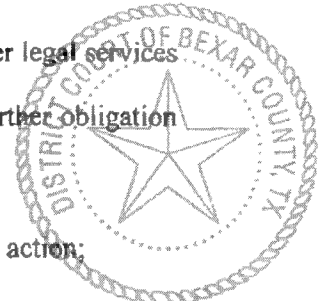
**PERMANENT INJUNCTION**

12. **IT IS FURTHER ORDERED** that Lugo, his successors, assigns, 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, 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 other legal services unless Defendant is a duly licensed attorney or properly accredited by the BIA;
- b. Offering for sale, selling, soliciting, or providing immigration or other legal services unless Defendant is a duly licensed attorney or properly accredited by the BIA;

LAW OFFICE OF JOHN LUGO

- c. Failing to honor any requests by consumers of immigration or other legal services to rescind any agreements or contracts with Defendant without further obligation and failing to cease any and all collection efforts;
- d. Harassing or threatening consumers with deportation or other legal action;
- e. Accepting money or valuable consideration in exchange for providing immigration or other legal services unless Defendant is a duly licensed attorney or properly accredited by the BIA;
- f. Holding himself out to the public as an "attorney," "immigration specialist," "immigration counselor," "immigration consultant," "notario,"<sup>2</sup> or the like, and by any title or designation incorporating the word "immigration" or an abbreviation thereof unless Defendant is a duly licensed attorney or properly accredited by the BIA;
- g. Representing, directly or by implication, that Defendant has the skill, expertise, or competence to handle immigration or other legal matters unless Defendant is a duly licensed attorney or properly accredited by the BIA;
- h. Showing, directly or by implication, any affiliation, connection, or association of an address or telephone number in the United States with an immigration or other legal service in another country;



<sup>2</sup> Pursuant to Texas Government Code § 406.017, if Defendant advertises the services of a notary public in a language other than English, Defendant must post or otherwise include with the advertisement a notice in English and in the language of the advertisement and in letters of a conspicuous size that the notary public is not an attorney. The notice must include the fees that a notary public may charge and the following statement: "I AM NOT AN ATTORNEY LICENSED TO PRACTICE LAW IN TEXAS AND MAY NOT GIVE LEGAL ADVICE OR ACCEPT FEES FOR LEGAL ADVICE."

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- i. Charging fees in excess of the amount allowed by law for performing notarial services;
- j. Advertising 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, without posting or otherwise including with the advertisement a notice that complies with § 406.017 of the Texas Government Code;
- k. Representing, directly or by implication, that this Court or the Office of the Attorney General have approved any good or service sold or offered for sale by Defendant, or approved of any of Defendant's business practices;
- l. Receiving any funds (principal and/or interest) for immigration bonds, if any, currently pending with federal immigration authorities<sup>3</sup>;
- m. Accepting money or valuable consideration for performing immigration bond services<sup>4</sup>;
- n. Representing, directly or by implication, that legal services will be provided under the direct supervision of an attorney when such is not the case;
- o. Serving as an immigration sponsor unless Defendant, in good faith and in accordance with all state and federal law, intends to receive, maintain, and support

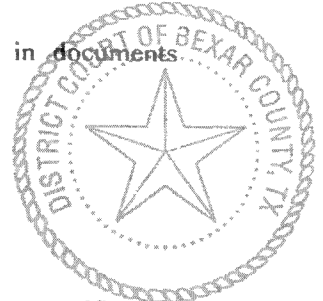


<sup>3</sup> If Defendant is an obligor on any pending immigration bonds, he shall comply with the terms of the bond. Defendant is authorized to receive funds only to the extent that a bond for which he is an obligor has been cancelled or breached and federal authorities return the principal and/or interest on that principal to him in his capacity as obligor. Defendant 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.

<sup>4</sup> Defendant 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 Defendant accepts it on behalf of said firm and under the direction of an attorney.

an immigrant with housing, food, and money as represented in documents submitted to federal immigration authorities;

- p. Aiding another person in the unauthorized practice of law; and
- q. Sharing fees with duly licensed attorneys for legal services.



13. **IT IS FURTHER ORDERED** that Lugo shall immediately send written notification to all consumers, if any, whose cases are pending that they have the option of either agreeing to the transfer of their cases to an attorney authorized to practice federal or state law within the State of Texas or to the return of their files at no additional charge.

14. **IT IS FURTHER ORDERED** that the above-referenced injunctive terms are intended to effectively prevent such activity by Lugo 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.

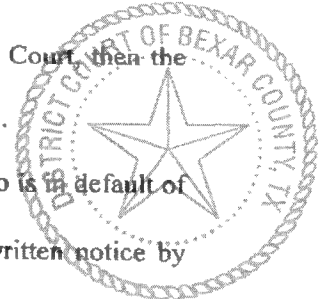
**MONETARY RELIEF**

15. **IT IS FURTHER ORDERED** that the State shall have judgment from Lugo in the total amount of Fifteen Thousand Dollars (\$15,000) as follows: Ten Thousand Dollars (\$10,000) for civil penalties and Five Thousand Dollars (\$5,000) for reimbursement of attorneys' fees and investigative costs to the Office of the Texas Attorney General. The collection of the entire award for attorneys' fees and all but One Thousand One Hundred Dollars (\$1,100) for civil penalties herein shall be suspended for a period of ten (10) years commencing on the date that this Agreed Judgment is entered, provided that during this ten (10) year period Lugo strictly complies with the terms and conditions of the Permanent Injunction. If after ten (10) years from the date of entry of this Agreed Judgment, the State has not filed an action alleging that Lugo has violated the

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Permanent Injunction and there have been no findings of any violations by the Court, then the amount suspended pursuant to this Agreed Judgment shall be permanently abated.



16. **IT IS FURTHER ORDERED** that if the State believes that Lugo is in default of the Permanent Injunction for any reason, the State shall provide Lugo with written notice by certified mail to Lugo's last known address of the circumstances that the State believes constitute a default. Lugo shall have ten (10) days to either provide the State with written documentation that no such default occurred or to cure such default.

17. **IT IS FURTHER ORDERED** that in the event of a finding of default of the Permanent Injunction the State shall be entitled to declare the unpaid principal balance, earned interest, and any other amounts owed on the obligation immediately due. Lugo waives all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest.

18. **IT IS FURTHER ORDERED** that Lugo's indebtedness to the State for the civil penalties identified above is for alleged violations of § 17.46 of the DTPA. These civil penalties are not compensation for actual pecuniary loss.

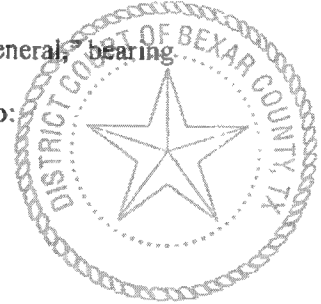
19. **IT IS FURTHER ORDERED** that attorneys' fees and court costs that were incurred on behalf of the Plaintiff do not constitute an antecedent debt with respect to this litigation.

20. **IT IS FURTHER ORDERED** that Lugo shall pay to the State a total of One Thousand One Hundred Dollars (\$1,100) for civil penalties as ordered in Paragraph 15 above. The first payment of One Hundred Dollars (\$100) shall be due on or before entry of this judgment. Subsequent payments of One Hundred Dollars (\$100) shall be paid on or before November 15, 2016; December 15, 2016; January 15, 2017; and February 15, 2017. A final payment of Six Hundred Dollars (\$600) shall be paid on or before March 15, 2017. All payments shall be made

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via certified check or wire transfer, payable to the "Office of the Texas Attorney General," bearing the reference AG# CX9305728133, and if not by wire transfer, delivered/mailed to:

Office of the Texas Attorney General  
ATTN: Accounting Division, MC-003  
P.O. Box 12548  
Austin, TX 78711-2548



21. **IT IS FURTHER ORDERED** that Lugo, by his signature below, hereby acknowledges notice of this Agreed Judgment and acceptance of the same; therefore, no injunctive writ need be issued. Plaintiff may enforce the Agreed Judgment through any procedure or process available under the laws of the State of Texas.

22. **IT IS FURTHER ORDERED** that Lugo shall not represent to the public that this Agreed Judgment constitutes approval by Plaintiff or this Court of any of Lugo's actions or business practices.

23. **IT IS FURTHER ORDERED** that this judgment is final as to Lugo and disposes of all claims between the State and Lugo. All relief asserted or which could have been asserted among the parties to this Agreed Judgment hereto based on the legal and factual allegations not expressly granted herein is denied.

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

SIGNED this 17 day of Oct., 2016.

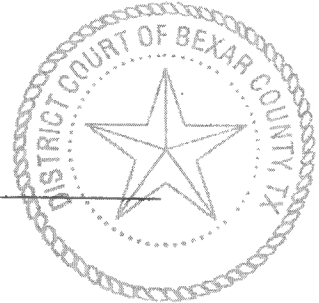
  
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AGREED AS TO SUBSTANCE AND FORM AND ENTRY REQUESTED:

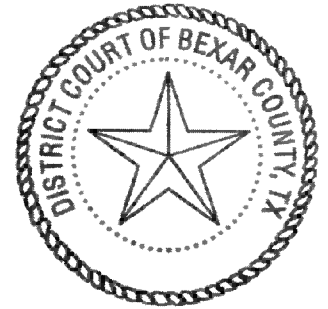
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Telephone (210) 225-4191  
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Attorneys for Plaintiff, the State of Texas

Waldemar John Lugo  
WALDEMAR JOHN LUGO  
670 SW College Park Road  
Port Saint Lucie, Florida 34953  
Pro Se 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:



*October 17, 2016*

**DONNA KAY MCKINNEY  
BEXAR COUNTY, TEXAS**

By: \_\_\_\_\_

JODE SANCHEZ, Deputy District Clerk

*(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)*