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10 Attorneys for Plaintiffs,
THE PEOPLE OF THE STATE OF CALIFORNIA,
11 and Real Party in Interest,
THE CITY AND COUNTY OF SAN FRANCISCO
12

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF SAN FRANCISCO
15 UNLIMITED JURISDICTION

16 THE PEOPLE OF THE STATE OF
CALIFORNIA, acting by and through San
17 Francisco City Attorney Dennis J. Herrera,

18 Plaintiff,

19 vs.

20 MARTIN R. GUAJARDO; CHRISTOPHER
STENDER; IMMIGRATION PRACTICE
21 GROUP, P.C.; and DOES 1 through 20,
inclusive,

22 Defendants.
23

Case No.

**DECLARATION OF BALBIR SINGH IN
SUPPORT OF THE PEOPLE'S APPLICATION
FOR A PRELIMINARY INJUNCTION**

24
25 I, BALBIR SINGH, declare as follows:

- 26 1. I have personal knowledge of the contents of this declaration, except where indicated
27 otherwise, and I could and would testify competently thereto if called upon to do so.
28

1 2. I am originally from Punjab, India. I came to the United States in 2006.

2 3. My first language is Punjabi, but I speak English fluently.

3 How I Found Out About Guajardo

4 4. In 2009, I needed a lawyer to help me with my immigration case.

5 5. In August 2009, I talked about my immigration situation with an acquaintance who worked at
6 an AM/PM gas station in Oakland, California. The acquaintance stated that he knew an
7 attorney named Guajardo who could help me, and later gave me Guajardo's phone number.

8 6. I called the phone number. The receptionist made an appointment for me on August 12, 2009
9 to meet with Guajardo. The receptionist did not inform me that Guajardo was not an attorney.

10 I Hired Guajardo as My Lawyer on August 12, 2009

11 7. My first meeting with Guajardo was on August 12, 2009. Like all of my meetings with
12 Guajardo, I went by myself. All of my meetings were at Guajardo's office at 555 Clay Street in
13 San Francisco.

14 8. There were three people present during the meeting: Guajardo, Christopher Stender, and a
15 young woman who I believed to be a student because she did not talk at all and only took
16 notes.

17 9. Guajardo ran the meeting. He did almost all of the talking, and he asked me many questions
18 about my immigration situation. Then, based on what I told him, he explained to Stender and
19 the woman what needed to be done on my case. Guajardo discussed filing a specific type of
20 petition that he believed I was eligible for. When Guajardo said this, Stender just nodded his
21 head. I had the impression that Stender would do whatever Guajardo said.

22 10. Guajardo promised me that he could get me a green card. However, he said that it would be
23 difficult to do so, and that it would be expensive. He told me that it would cost me \$15,000 for
24 him to get me my green card. He told me that I needed to pay him \$5,000 as soon as possible.

25 11. I also told Guajardo that I had an appointment with the immigration service scheduled for the
26 next day. Guajardo told me that I should not attend the appointment, and that he would attend
27

1 the appointment instead of me. He told me that he would ask for a new appointment from the
2 immigration service.

3 12. I do not know whether Guajardo or anyone from his law firm attended the appointment. I
4 learned from my current attorney that it does not appear that Guajardo or anyone from his
5 office filed anything with the immigration service saying that he was representing me.

6 13. At the first meeting, Guajardo handed me a document, a true and correct copy of which is
7 attached hereto as Exhibit A. He stated that it was a contract. He stated that I would have to
8 pay him \$5,000 a year for three years. My signature is above the line that states, "Client
9 Signature." I do not know who signed their name below mine where it says "Corporation
10 Attorney." I also do not know why someone checked the box "Investigation Only." I did not
11 sign any other agreements at Guajardo's law firm.

12 14. On August 12, 2009, I paid \$600. I gave my debit card directly to Guajardo. He handed it to
13 someone else who ran the card. I was given a receipt, a true and correct copy of which is
14 attached hereto as Exhibit B. The document indicates that, after paying Guajardo \$600, I still
15 owe him \$14,400.

16 My Second Meeting With Guajardo Was on August 20, 2009

17 15. The second meeting occurred on August 20, 2009. At this meeting, I met alone with Guajardo.
18 Guajardo told me not to worry about my case and that he would help me.

19 16. At that meeting, I personally handed Guajardo \$1,400 in cash. He told another person to get
20 me a receipt and schedule another appointment for me. A true and correct copy of that receipt
21 is attached hereto as Exhibit C.

22 Further Meetings At Guajardo's Offices

23 17. I continued going to meetings at Guajardo's law firm until around December 2009. In all, I
24 believe I went to Guajardo's law firm six or seven times. The meetings lasted between fifteen
25 and thirty minutes. At the end of each meeting, Guajardo would tell the receptionist to
26 schedule another meeting. Guajardo was present at every meeting.

1 18. At some meetings, only Guajardo was present. At others, Stender would be present, or other
2 people that I thought were students or interns. At every meeting, Guajardo did almost all of the
3 talking – he was the one who discussed my case with me, told me his office was filing
4 paperwork for me, and regularly assured me that they were working to get me my green card.
5 I had the sense that whatever Guajardo said, Stender agreed with.

6 19. Sometimes, Guajardo would speak to Stender in Spanish, which I do not understand. I got the
7 feeling that they did this in order to hide what they were saying from me.

8 20. I believe that all of our conversations were recorded with an iPod.

9 21. Attached hereto as Exhibit D are copies of two more receipts I was given by Guajardo's law
10 firm: a \$2,000 visa payment I made to Guajardo on September 28, 2009, and a \$1,000 visa
11 payment I made to Guajardo on November 6, 2009. Following all of these payments, I still
12 owed Guajardo, according to these documents, \$10,101.33.

13 22. So far as I am aware, no progress was ever made in getting me a green card. In fact, I am not
14 aware of Guajardo or anyone at his law firm filing a single document on my behalf during the
15 time he was my lawyer.

16 I Learned that Guajardo Wasn't a Lawyer

17 23. After several months of me going to Guajardo's firm and paying money to Guajardo without
18 any results, I received a notice from the immigration court scheduling me for a hearing. I got
19 nervous and showed the notice to my girlfriend. She looked up Guajardo on the State Bar's
20 web site, and found out that he was not allowed to practice law.

21 24. I stopped going to Guajardo's law firm, and I found a new lawyer. I never told Guajardo that I
22 was firing him.

23 25. Up until the time my girlfriend discovered that Guajardo was not a lawyer any more, I thought
24 that Guajardo was a lawyer.

25 Other Facts About Guajardo and His Law Firm

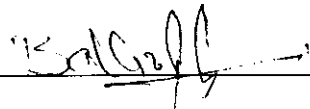
26 26. Guajardo never told me that he was not a lawyer. No one else at Guajardo's firm ever told me
27 that Guajardo was not a lawyer, either in person or in writing.

1 27. I had the sense that Guajardo's law practice was doing very well. Every time I went to his
2 firm, there were always people waiting to meet with him.

3 28. Guajardo never told me that the State Bar was investigating him for disciplinary reasons. He
4 also never told me, orally or in writing, that he resigned from the practice of law. I never
5 received anything in the mail that said that Guajardo could no longer practice law.

6 29. No one else at Guajardo's office ever told me, orally or in writing, that Guajardo resigned from
7 the practice of law or that he was no longer eligible to practice law.

8
9 I declare under penalty of perjury that the foregoing is true and correct and was executed in
10 San Francisco, California on October 27, 2010.

11
12 
13 _____
14 Balbir Singh

The People of The State of California, etc., et al. v. Martin R Guajardo, et al.
Case No. SFSC Case No.

EXHIBIT A

Immigration Practice Group

A Professional Corporation
555 Clay Street
San Francisco, CA 94111

Flat Fee Agreement Payment Schedule & Legal Services Detail

Flat Fee Agreement Payment Schedule

File Number 80931 ARN / SS: _____ Date 8/12/09
Fee Amount \$ 15,000 Initial Payment \$ 5000 Forward Balance \$ 10,000

	Amount	Due Date	Amount	Due Date
Payment A:	<u>5000</u>	<u>2009 Aug.</u>	<u>10000-2009 3000</u>	<u>60 days</u>
Payment B:	<u>5000</u>	<u>2010 Aug.</u>		
Payment C:	<u>5000</u>	<u>2011 Aug.</u>		

Legal Services Detail

Item(s) marked indicate(s) service(s) selected

- Investigation Only
- Representation in Pending Immigration Court Matter
- Representation in Pending Criminal Matter
- Analysis and Strategy for defense in Removal Proceedings
- Analysis and Strategy for defense at the Board of Immigration Appeals
- Analysis and Strategy for defense at Circuit Court of Appeals
- Representation for Custody / Bond
- Representation in Asylum Matter
- OTHER: F-360

Item(s) marked indicate(s) whom services are to be rendered for

- For CLIENT
- For CLIENT's spouse
- For CLIENT's children
- For CLIENT's other family members

Print Name _____

Street Address _____

City, State, Zip _____

Ballerby
Client Signature

8/12/09
Date

[Signature]
Corporation Attorney

8/12/09
Date

The People of The State of California, etc., et al. v. Martin R Guajardo, et al.
Case No. SFSC Case No.

EXHIBIT B

San Francisco, CA 94111
415-398-3852

Balbir Singh Dhillon
5425 Lowell Street #B
Emeryville, CA 94608

Date: August 12, 2009

File Number: 80931

Receipt of Payment

Received Fee Payment in the amount of
\$600.00

CASH
CHECK
MONEY ORDER
VISA
MASTERCARD
AMERICAN EXPRESS
DISCOVER

Present Balance:
\$14,400.00

Received by: _____



DATE 08/12/2009
TIME 10:36:01
1000547875
KNBI

IMMIGRATION PRACTICE GROU
555 CLAY ST.
SAN FRANCISCO CA 94111
415-398-3852

CREDIT SALE

TRANS # 001
AUTH # 010361

VISA ACCOUNT #
6862

SALE AMOUNT \$600.00

THANK YOU
FOR VISITING!
CUSTOMER COPY

The People of The State of California, etc., et al. v. Martin R Guajardo, et al.
Case No. SFSC Case No.

EXHIBIT C

555 Clay Street
San Francisco, CA 94111
415-398-3852

Balbir Singh Dhillon
5425 Lowell Street #B
Emeryville, CA 94608

Date: August 20, 2009

File Number: 80931

Receipt of Payment

Received Fee Payment in the amount of
\$1,400.00

CASH

CHECK

MONEY ORDER

VISA


MASTERCARD

AMERICAN EXPRESS

DISCOVER

Present Balance:

\$13,000.00

Received by: 

The People of The State of California, etc., et al. v. Martin R Guajardo, et al.
Case No. SFSC Case No.

EXHIBIT D

555 Clay Street
San Francisco, CA 94111
415-398-3852

Balbir Singh Dhillon
5425 Lowell Street #B
Emeryville, CA 94608

Date: September 28, 2009


File Number: 80931

Receipt of Payment

Received Fee Payment in the amount of
\$2,000.00

CASH
CHECK
MONEY ORDER
VISA
MASTERCARD
AMERICAN EXPRESS
DISCOVER

Present Balance:
\$11,101.33

Received by: 

555 Clay Street
San Francisco, CA 94111
415-398-3852

Balbir Singh Dhillon
P.O. Box 3914
Berkeley, CA 94703

Date: November 6, 2009


File Number: 80931

Receipt of Payment

Received Fee Payment in the amount of
\$1,000.00

CASH
CHECK
MONEY ORDER
VISA
MASTERCARD
AMERICAN EXPRESS
DISCOVER

Present Balance:
\$10,101.33

Received by: 

DATE 11/06/2009 TIME 10:48:53
KMB1

IMMIGRATION PRACTICE GROU
555 CLAY ST.
SAN FRANCISCO CA 94111
415-398-3852

CREDIT SALE

TRANS # 001
AUTH # 005450

VISA ACCOUNT #
6862

SALE AMOUNT \$ 1,000.00

THANK YOU
FOR VISITING!
CUSTOMER COPY