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ENDORSED
FILED
San Francisco County Superior Court

MAR 17 2011

CLERK OF THE COURT
BY: MARJORIE SCHWARTZ-SCOTT
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO
UNLIMITED JURISDICTION

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

Plaintiff,

vs.

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

Defendants.

Case No. CGC-10-505449

**ORDER GRANTING PRELIMINARY
INJUNCTION**

Hearing Date: March 7, 2011
Hearing Judge: Honorable Peter J. Busch
Time: 9:30 a.m.
Place: Dept. 301

This matter came before this Court on March 7, 2011, for a hearing on Plaintiff's Order to Show Cause Re: Preliminary Injunction. The matter was heard by the above-captioned Court, the Honorable Peter J. Busch, presiding. Plaintiff, the PEOPLE OF THE STATE OF CALIFORNIA (the "PEOPLE"), were represented by their attorney, DENNIS J. HERRERA, San Francisco City Attorney, appearing through KRISTINE POPLAWSKI, JOSHUA S. WHITE, and MEGHAN K. HIGGINS, Deputy City Attorneys. Defendants CHRISTOPHER J. STENDER and IMMIGRATION PRACTICE GROUP, P.C. ("IPG") were represented by EDGAR HAYDEN of HENDERSON, CAVERLY, PUM & CHARNEY LLP.

1 The Court having considered the pleadings on file, the supporting documents and exhibits
2 thereto, all of the papers on file in this action, and the evidence and arguments presented at the hearing,
3 and good cause appearing therefor, the Court determines that this is a proper case for granting a
4 Preliminary Injunction.

5 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

6 **A. JURISDICTION.** This Court has jurisdiction over the subject matter and each of the
7 parties in this action. The Court issues this Order pursuant to its authority under Business and
8 Professions Code Section 17203.

9 **B. FINDINGS AND APPLICATION.** In granting the People's Preliminary Injunction,
10 the Court finds that the People have shown that they will likely prevail on the merits of their claims.

11 As to IPG, the Court finds that the People have presented sufficient evidence to show that they
12 will likely prevail on the merits of the following claims. First, IPG, a professional legal corporation, is
13 bound by the same rules of professional conduct as individual members of the bar. Business &
14 Professions Code §6167. Second, IPG's failure to provide the California State Bar with written notice
15 that it employed a resigned member and to acknowledge that Guajardo would not engage in prohibited
16 activities violates Rule of Professional Conduct 1-311(D). Third, IPG's failure to provide notice of
17 Guajardo's resignation from the Bar with charges pending to persons who were clients of Guajardo at
18 the time of his resignation, or to opposing counsel, to courts and agencies in which Guajardo then had
19 pending matters, or to the Chief Counsel of the State Bar violates Business & Professions Code §§
20 6180 and 6180.1. Fourth, IPG's failure to provide each client whose case Guajardo worked on with
21 written notice of its employment of a resigned member and of the activities in which such person is
22 legally prohibited to engage violates Rule of Professional Conduct 1-311(D). Fifth, IPG aided and
23 abetted Guajardo's unauthorized practice of law in violation of Rule of Professional Conduct 1-
24 300(A), Business & Professions Code §§ 6125, 6126 and 6133, and 8 C.F.R. § 1003.102(m). Sixth,
25 IPG's failure to inform Guajardo's clients that Guajardo is no longer an attorney and its inducement of
26 Guajardo's clients to rely on Guajardo for legal advice and representation violates Penal Code §
27 653.55 and 8 C.F.R. § 1003.102(f).

1 As to Stender, the Court finds that the People have presented sufficient evidence to show that
2 they will likely prevail on the merits of the following claims. First, as the president, treasurer,
3 secretary, sole director and sole shareholder of IPG, Stender controlled the business practices of IPG
4 and its employees and associated attorneys. As such, he has engaged in unlawful and unfair business
5 practices in violation of Business & Professions Code § 17200 by causing IPG (1) to fail to provide
6 the State Bar written notice it employed a resigned member and to acknowledge that Guajardo would
7 not engage in prohibited activities, in violation of Rule of Professional Conduct 1-311(D); (2) to fail to
8 provide to persons who were clients of Guajardo at the time of his resignation, or to opposing counsel,
9 to courts and agencies in which Guajardo then had pending matters, or to the Chief Counsel of the
10 State Bar, notice of Guajardo's resignation with charges pending, in violation of Business &
11 Professions Code §§ 6180 and 6180.1; and (3) to fail to provide each client on whose case Guajardo
12 worked written notice of its employment of a resigned member, in violation of Rule of Professional
13 Conduct 1-311(D). Second, Stender aided and abetted Guajardo's unauthorized practice of law, in
14 violation of Rule of Professional Conduct 1-300(A), Business & Professions Code §§ 6133, 6125 and
15 6126, and 8 C.F.R. § 1003.102(m). Third, Stender's failure to inform Guajardo's clients that Guajardo
16 is no longer an attorney and his inducement of Guajardo's clients to rely on Guajardo for legal advice
17 and representation violates Penal Code § 653.55 and 8 C.F.R. § 1003.102(f).

18 The provisions of this Preliminary Injunction are applicable to Defendants IPG, Stender, and
19 their agents, officers, managers, representatives, employees, heirs, assignees, members, associates, and
20 affiliates and to all persons or entities who are acting in concert or participation with them or acting on
21 their behalf.

22 **C. NECESSITY FOR PRELIMINARY INJUNCTION.** This Court finds that this
23 Preliminary Injunction is necessary to protect individuals in need of legal advice from seeking
24 assistance from Martin R. Guajardo in the mistaken belief that he is a licensed attorney. The Court
25 further finds that a Preliminary Injunction is necessary to ensure that Defendants Stender, and IPG
26 comply with their obligations to notify clients that Guajardo is no longer licensed to practice law. The
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1 Court further finds that this Preliminary Injunction is necessary to ensure that IPG and Stender no
2 longer aid and abet the unauthorized practice of law by Guajardo.

3 **D. SCOPE OF INJUNCTION.**

4 IT IS HEREBY ORDERED that Defendants Stender, and IPG do the following:

5 a. Notification: Stender, and IPG shall notify all CLIENTS in the manner described below.

6 For purposes of this injunction, CLIENTS shall mean all persons who are former clients of Martin
7 Guajardo or are current or former clients of IPG and Stender on whose matters Guajardo worked, and:
8 (1) who, while at 555 Clay Street in San Francisco on or since April 17, 2008, have given IPG or any of
9 its employees, agents, servants, employees, and representatives, any money for legal services, including
10 but not limited to payments in cash or credit card, in exchange for legal services; (2) who, since April
11 17, 2008, have signed attorney-client agreements with IPG or any of its employees, agents, servants, and
12 representatives; (3) received legal advice from any individual at IPG, including but not limited to,
13 Guajardo, Stender, Marie Kayal, Teresa Salazar-Campos and Martin Robles, has provided legal advice
14 at 555 Clay Street in San Francisco since April 17, 2008; (4) on whose behalf IPG or any of its
15 employees, agents, servants, and representatives have, since April 17, 2008, filed any document with
16 any court, including, but not limited to, any immigration court, the Board of Immigration Appeals, and
17 the Ninth Circuit Court of Appeals; (5) who are on any list of clients maintained by Guajardo and/or
18 Stender and/or IPG; (6) to whom Guajardo, IPG and/or Stender have mailed any promotional materials,
19 including newsletters, since April 17, 2008; (7) who signed retainer agreements with or paid any money
20 for legal services to or received any advice from IPG or any of its employees, agents, servants, and
21 representatives; and (8) who as of April 17, 2008 were being represented by Guajardo, IPG or any of its
22 employees, agents, servants, and representatives before any court or government agency.

- 23 • Within thirty days of the date of this Order, Stender, and IPG shall mail two copies of the
24 document attached hereto as Exhibit A to all CLIENTS. No other documents shall be
25 included in the envelope other than the translations of Exhibit A as discussed in the next
26 paragraph of this Order. The mailing shall be done by first class mail. Each mailing
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1 shall include a self-addressed, stamped envelope. Defendants shall keep all returned
2 copies of Exhibit A until one year after the conclusion of this litigation.

- 3 • Stender and IPG shall translate Exhibit A into Spanish, Hindi and Chinese, and include
4 these translations in the mailing to CLIENTS discussed in the previous paragraph. These
5 translations must be performed by court certified translators and must be completed
6 within fifteen days of the date of this order and immediately provided to the People, who
7 shall have three days to approve the translation.
- 8 • In the event that a notice is returned as undeliverable, Stender, and IPG shall make a
9 reasonable effort to locate a current address for the CLIENT and, within a reasonable
10 period of time, re-send two copies of Exhibit A and a self-addressed stamped envelope.
11 Stender and IPG shall keep copies of the returned envelope and its contents until the
12 conclusion of this litigation.
- 13 • Within fifteen days of this Order, all CLIENTS who meet with Stender or any attorney
14 associated with him shall be personally handed Exhibit A, including a translation into
15 Spanish, Hindi or Chinese if that is the client's preferred language. The CLIENT shall be
16 handed that document before meeting with Stender or the attorney.
- 17 • Within five days of this order, Guajardo's name shall be removed from all advertising
18 and promotional material used by IPG, including letterheads, business cards, and
19 advertisements.

20 b. Unauthorized Practice of Law:

- 21 • IPG, Stender, their agents, officers, managers, representatives, employees, heirs,
22 assignees, members, associates, and affiliates, and all persons or entities who are assisting
23 or have acted in concert or participation with Guajardo or on his behalf shall immediately
24 cease and desist from assisting Guajardo in the UNAUTHORIZED PRACTICE OF
25 LAW. For purposes of this injunction, that term includes, but is not limited to holding
26 himself out as a lawyer, making any statements to suggest he is a licensed attorney,
27 meeting with persons seeking legal representation for the purpose of discussing their
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1 cases or legal matters, discussing legal strategy with persons seeking representation,
2 providing legal advice or representation, making promises or guarantees about
3 immigration relief to persons seeking legal representation, and accepting payments from
4 persons seeking legal representation.

- 5 • IPG, Stender, their agents, officers, managers, representatives, employees, heirs,
6 assignees, members, associates, and affiliates shall not allow Guajardo to meet alone with
7 persons seeking legal advice or to engage in the UNAUTHORIZED PRACTICE OF
8 LAW.

9 c. Return of Files:

- 10 • In the event that a CLIENT elects to terminate his or her relationship with IPG, Stender,
11 and/or Guajardo, the CLIENT's entire file shall be returned to the CLIENT within two
12 weeks of termination of the representation. If the file includes original documents or
13 photographs, the returned file shall include all original documents and photographs.

14 d. Attestation

- 15 • Within forty-five days of this Order, Stender and IPG shall each file an attestation with
16 the Court under oath that he or it has fully complied with each and every one of the above
17 provisions.

18 **E. ENFORCEMENT.**

19 1. Violation of this Order constitutes contempt of court. In the event that the Court
20 determines after hearing that IPG or Stender, or any agent, officer, manager, representative, employee,
21 heir, assignee, member, associate, or affiliate of IPG or Stender has violated any of the terms of this
22 Order, IPG and/or Stender shall be liable for civil penalties for each violation of this Order, pursuant to
23 Business & Professions Code § 17207.

24 2. Any fines, penalties, or other monetary relief imposed for violation of this Order shall
25 be in addition to any other relief or sanctions that the Court may order as a matter of law or equity,
26 including for the unlawful and unfair business practices that occurred prior to entry of this Order as the
27 Court may find in adjudicating this case on the merits; and

1 3. The Court expressly reserves jurisdiction to take such further action as may be
2 necessary or appropriate to carry into effect the provisions of this Order.

3 **F. NO WAIVER OF RIGHTS TO ENFORCE.** The failure of the People to enforce any
4 provision of this Preliminary Injunction shall in no way be deemed a waiver of such provision or in
5 any way affect the validity of the Preliminary Injunction. The failure of the People to enforce any
6 such provision shall not preclude the People from later enforcing the same or any other provision of
7 this Preliminary Injunction. No oral advice, guidance, suggestion, or comments by the People's
8 employees or officials regarding matters covered by this Preliminary Injunction shall be construed to
9 relieve any Defendant of his or its obligations.

10 **G. STAY.** This preliminary injunction is stayed for a period of ten days from notice of the
11 entry of this order.

12
13 **IT IS SO ORDERED.**

14 DATED: 3/17/11



16 THE HON. PETER J. BUSCH
17 JUDGE OF THE SUPERIOR COURT

EXHIBIT A

This is a notice that the San Francisco Superior Court has ordered Christopher J. Stender and the Immigration Practice Group to send to you:

MARTIN R. GUAJARDO IS NOT A LAWYER

He has not been a lawyer since April 17, 2008. He resigned from the State Bar during an investigation into multiple allegations of misconduct, including ineffective representation and charging excessive legal fees. To learn more about Mr. Guajardo, go to this website:

<http://members.calbar.ca.gov/fal/Member/Detail/75605>

Because Mr. Guajardo is not a lawyer, there are many things that it is illegal for him to do:

- He cannot give legal advice or discuss your legal case.
- He cannot represent you in your immigration case or in any kind of legal case.
- He cannot get you a green card.
- He cannot get you legal status in the United States.
- He cannot give orders to lawyers about how to handle a case.
- He cannot accept money from you.

If Mr. Guajardo has been acting as your lawyer, you are free to fire him and get a licensed attorney to represent you. If you choose to do so, Mr. Guajardo and IPG must immediately return to you all unearned fees, if any, and your entire case file, including all original documents.

CLIENT VERIFICATION:

I have read this document. It has been provided to me in a language in which I am fluent. I understand that Martin Guajardo is not a lawyer and may not help me with my legal case.

Client Signature: _____ Date: _____

Please keep one copy of this document for your records. Please mail the other copy back to Immigration Practice Group in the enclosed stamped envelope.

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
LAW & MOTION DEPARTMENT • DEPARTMENT 301

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

Plaintiff.

v.

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

Defendants.

No. CGC-10-505449

ORDER GRANTING PRELIMINARY INJUNCTION

I, ~~MARJORIE SCHWARTZ-SCOTT~~ *Clerk* of the Superior Court of California, County of San Francisco, certify that:

1) I am not a party to the within action;

2) On **MAR 17 2011**, I served the attached:

ORDER GRANTING PRELIMINARY INJUNCTION

by placing a copy thereof in a sealed envelope, addressed to the following:

Joshua S. White, Deputy City Attorney
1390 Market Street, 6th Floor
San Francisco, CA 94102

Steven Gruel
315 Montgomery Street, 9th Floor
San Francisco, CA 94104

Kristen E. Caverly
16236 San Dieguito Road #4-13
Rancho Santa De, CA 92067

Tom Blake, Deputy Attorney General
455 Golden Gate Ave., Suite 11000
San Francisco, CA 94102

and

3) I then placed the sealed envelope in the outgoing mail at 400 McAllister St., San Francisco, CA 94102 on the date indicated above for collection, attachment of required prepaid postage, and mailing on that date following standard court practice.

Dated: MAR 17 2011

By: MARJORIE SCHWARTZ-SCOTT
Clerk, Superior Court of
California, County of
San Francisco