

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
2 COUNTY OF LOS ANGELES

3 **CONFORMED COPY**  
4 OF ORIGINAL FILED  
Los Angeles Superior Court

5 **AUG 25 2016**

6 Sherri R. Carter, Executive Officer/Clerk  
By: Sylvia Cedeño, Deputy

7 THE PEOPLE OF THE STATE OF CALIFORNIA, )

CASE NO. 6C100020

8 Plaintiff, )

9 STIPULATED PLEA AGREEMENT  
10 FOR DEFENDANT GLORIA  
11 DORA SAUCEDO AND HERMANDAD  
12 MEXICANA TRANSNACIONAL, INC.

13 vs. )

14 GLORIA DORA SAUCEDO, et al., )

15 Defendant. )

16 1. This constitutes the plea agreement ("Agreement") between GLORIA DORA  
17 SAUCEDO and HERMANDAD MEXICANA TRANSNACIONAL, INC. ("Defendants") and the Los  
18 Angeles City Attorney's Office ("LACAO") in the above-captioned case. This Agreement is limited to  
19 the LACAO and cannot bind any other federal, state, local, administrative or regulatory authority or  
20 agency.

21 **PROCEDURAL HISTORY**

22 2. On March 11, 2016, the People filed a five-count misdemeanor complaint against  
23 Defendant GLORIA DORA SAUCEDO ("SAUCEDO") and HERMANDAD MEXICANA  
24 TRANSNACIONAL, INC. ("HMT"), alleging violations of sections 6126(a) and 22442.2(a) of the  
25 Business and Professions Code.

26 3. On or about May 9, 2016, Defendants filed a Notice of Demurrer to Complaint and  
27 Demurrer on the following grounds: 1) counts 1, 2, and 3, alleging violations of section 22442.2(a) of  
28 the Business and Professions Code are barred by the statute of limitations; 2) counts 4 and 5, alleging  
violations of section 6126(a) of the Business and Professions Code, is inapplicable because that statute  
does not apply to federal immigration activity; 3) the statutes upon which all counts are based are

1 preempted by federal law; and 4) the counts are uncertain as to the times of the alleged offenses and as  
2 to the individual defendants.

3 4. On May 24, 2016, Defendants' Demurrer to the Complaint was heard in Department 48  
4 and the Honorable Gustavo N. Sztraicher overruled the demurrer in its entirety.

5 5. The parties have now agreed to resolve the proceedings at the trial court level, while  
6 preserving for appeal the constitutional and jurisdictional legal issues that were raised in the demurrer.  
7 Consequently, in order to perfect an appeal, Defendants and LCAO agree and stipulate that the legal  
8 issues involving federal preemption and the application of section 6126(a) of the Business and  
9 Professions Code to federal immigration matters, as set forth in the demurrer, are made upon  
10 constitutional and jurisdictional grounds. (See, *People v. Hoffard* (1995) 10 Cal.4<sup>th</sup> 1170, 1177.)

11 **THE PLEA**

12 6. Defendant SAUCEDO gives up the right to trial and other rights pursuant to *In Re Tahl*  
13 (1969) 1 Cal.3d 122, which are enumerated and memorialized in the misdemeanor *Tahl* waiver form,  
14 incorporated herein by reference as though fully set forth herein and enters a plea of NO CONTEST to  
15 Count 4, the unauthorized practice of law in violation of section 6126(a) of the Business and Professions  
16 Code. Defendant SAUCEDO does not waive the right to appeal, and hereby expressly reserves that  
17 right.

18 7. Defendant HMT gives up the right to trial and other rights pursuant to *In Re Tahl*, 1  
19 Cal.3d 122 (1969), and enters a plea of NO CONTEST to an amended Count 6, engaging in proscribed  
20 activities for paralegals in violation of section 6451 of the Business and Professions Code, as an  
21 infraction. Defendant HMT does not waive the right to appeal, and hereby expressly reserves that right.

22 **NATURE OF OFFENSES**

23 8. In order for Defendant SAUCEDO to be guilty of Count 4, which charges a violation of  
24 section 6126(a) of the Business and Professions Code, the following must be true: 1) the Defendant  
25 engaged in the practice law; and 2) the Defendant is not an active member of the State Bar of California  
26 ("State Bar") or otherwise entitled to practice law under any other authority. The statutory maximum  
27 sentence the Court can impose for a violation of section 6126(a) of the Business and Professions Code  
28

1 is: one year in the county jail; a fine of no more than one thousand dollars (\$1,000), or by both fine and  
2 imprisonment.

3 9. In order for Defendant HMT to be guilty of amended Count 6, which charges a violation  
4 of section 6451 of the Business and Professions Code, the following must be true: 1) the Defendant  
5 performed the services of a paralegal; 2) those services were performed without the direction or  
6 supervision of an attorney, law firm, corporation, government agency, or other entity that employs or  
7 contracts with the paralegal; and 3) those services were not specifically authorized by statute, case law,  
8 court rule, or federal or state administrative rule or regulation. The statutory maximum sentence the  
9 Court can impose for a first violation of section 6451 of the Business and Professions Code is a fine up  
10 to two thousand five hundred dollars (\$2,500), an infraction.

11 **FACTUAL BASIS**

12 10. Defendants and the LACAO agree and stipulate to the statement of facts provided below.  
13 This statement of facts includes facts sufficient to support pleas of no contest to the charges described in  
14 this Agreement. Additionally, this statement of facts is sufficient to set forth the basis of an appeal. It is  
15 not meant to be a complete recitation of all facts relevant to the underlying criminal conduct or all facts  
16 known to defendant that relate to that conduct.

17 11. Defendant SAUCEDO is the President of HMT, a nonprofit public benefit corporation  
18 that operates, amongst other locations, at 7915 Van Nuys Boulevard, Panorama City, within the City of  
19 Los Angeles.

20 12. During all relevant times alleged in the Complaint, Defendants SAUCEDO and HMT, for  
21 compensation, provided legal and non-legal assistance and advice to clients on immigration matters.  
22 Immigration matters include any proceeding, filing, or action affecting the immigration or citizenship  
23 status of any person which arises under immigration and naturalization law, executive order, or  
24 presidential proclamation, or action of the United States Citizenship and Immigration Services, the  
25 United States Department of State, or the United States Department of Labor. The allegations charged  
26 in Count 4 and Count 6 are derived from the services and activities described in this paragraph.

27 13. Defendant SAUCEDO, is not now, nor has she ever been licensed by the State Bar of  
28 California.

1 14. During all relevant times alleged in the Complaint, Defendant SAUCEDO was not  
2 authorized to provide legal advice on immigration matters under any authority.

3 15. During all relevant times alleged in the Complaint, Defendant HMT performed paralegal  
4 services without the direction or supervision of an attorney, law firm, corporation, government agency,  
5 or other entity that employs or contracts with paralegals.

6 16. During all relevant times alleged in the Complaint, Defendant HMT was not authorized  
7 by statute, case law, court rule, or federal or state administrative rule or regulation to provide paralegal  
8 services.

9 17. On or about September 9, 2015, the Board of Immigration Appeals approved HMT's  
10 request for recognition as a nonprofit religious, charitable, or social service organization pursuant to  
11 Title 8, Section 1292.2(a), Code of Federal Regulations.

12 18. On or about September 9, 2015, the Board of Immigration Appeals approved the  
13 application for partial accreditation of Defendant SAUCEDO to represent individuals on behalf of HMT.

14 **NATURE OF AGREEMENT**

15 19. Defendant SAUCEDO and the LCAAO agree and stipulate to the following  
16 recommended sentence as to **Count 4**: Imposition of sentence is suspended and the Defendant is placed  
17 on summary probation for a period of twenty-four (24) months with the following conditions:

- 18 a. Defendant SAUCEDO shall perform 200 hours of community service.
- 19 b. Defendant SAUCEDO shall make full restitution to the victims. Defendant  
20 SAUCEDO stipulates to liability and Defendant agrees to a waiver pursuant to  
21 *People v. Harvey*, 25 Cal.3d 754 (1979). Defendant SAUCEDO understands  
22 and agrees that restitution is not be restricted to, Maria Delgado, as alleged in  
23 the Complaint but may also include losses arising from conduct not charged in  
24 the Complaint relating to the services provided to the following individuals: 1)  
25 Luz Landeros, 2) Hermelinda Gallo, 3) Silvestre Corral, 4) Fernando Aguileta,  
26 5) Sergio Gomez, and 6) Josefina Navarette. Defendant SAUCEDO, however,  
27 disputes the amount of the loss, if any, suffered by the above-named individuals  
28 and exercises her right to a restitution hearing.

- 1 c. Defendant SAUCEDO shall obey all laws and orders of the Court.
- 2 d. The performance of the 200 hours of community service shall be stayed pending
- 3 appeal pursuant to section 1467 of the Penal Code.
- 4 e. All restitution payments made by Defendant SAUCEDO shall be deposited in
- 5 the attorney client trust account maintained by defense counsel, Mark Rosen,
- 6 and held in trust until Defendant SAUCEDO's appellate rights are exhausted. If
- 7 the conviction is affirmed, within 10 days thereafter, the restitution payments
- 8 held in trust and any subsequent restitution payments made by Defendant
- 9 SAUCEDO shall be delivered in the form of a money order or cashier's check
- 10 to the City Attorney's Office, Consumer Protection Section, 200 N. Main Street,
- 11 500 City Hall East, Los Angeles, CA 90012, Attention: Ana Johnson,
- 12 Restitution Coordinator.

13 20. Defendant HMT and the LACAO agree and stipulate to the following recommended

14 sentence as to, an amended, **Count 6:**

- 15 a. Defendant HMT shall pay a fine in the amount of two thousand dollars (\$2,000).
- 16 b. The payment of the two thousand dollar (\$2,000) fine shall be stayed pending
- 17 appeal pursuant to section 1467 of the Penal Code.

18 21. Upon a plea of no contest as set forth in paragraphs 6 and 7, above, the LACAO agrees:

- 19 a. To dismiss all counts against Defendants MARIA PRUDENCIO CHAVEZ and
- 20 CARMEN ONCHI pursuant to section 1385 of the Penal Code.
- 21 b. To dismiss remaining counts against Defendants SAUCEDO and HMT pursuant
- 22 to section 1385 of the Penal Code.
- 23 c. To release all claims, occurring prior to the execution of this Agreement, against
- 24 all Defendants in the above-entitled action relating to the services provided to: 1) Luz Landeros, 2)
- 25 Hermelinda Gallo, 3) Silvestre Corral, 4) Fernando Aguilera, 5) Sergio Gomez, 6) Josefina Navarette,
- 26 and 7) Maria Delgado.
- 27
- 28

1 d. To release all claims, occurring prior to the execution of this Agreement, against  
2 all Defendants in the above-entitled action relating to violations of section 22442.2 of the Business and  
3 Professions Code.

4 **NO ADDITIONAL AGREEMENTS**

5 22. Except as set forth herein, there are no promises, understandings or agreements  
6 between the LACAO and Defendants or Defendant's counsel. Nor may any additional agreement,  
7 understanding or condition be entered into unless in a writing signed by all parties or on the record in  
8 court.

9 **PLEA AGREEMENT PART OF THE HEARING**

10 23. The parties agree and stipulate that this Agreement will be considered part of the record  
11 of Defendants no contest plea as if the entire agreement had been read into the record of the  
12 proceeding. This agreement is effective upon signature by Defendants and a Deputy City Attorney.

13  
14 **STIPULATED AND AGREED TO BY:**

15 LOS ANGELES CITY ATTORNEY'S OFFICE  
16 MICHAEL N. FEUER, City Attorney

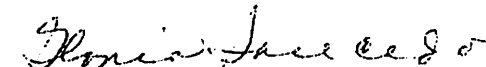
17 DATED: 8/25, 2016

18 

19 By:  
20 Travis Austin, Deputy City Attorney  
Attorneys for Plaintiff  
PEOPLE OF THE STATE OF CALIFORNIA

21 I have read this agreement and carefully discussed every part of it with my attorney. I understand the  
22 terms of this agreement, and I voluntarily agree to those terms. My attorney has advised me of my  
23 rights, of possible defenses, and the consequences of entering into this agreement. No promises or  
24 inducements have been made to me other than those contained in this agreement. No one has threatened  
25 or forced me in any way to enter into this agreement.

26  
27 DATED: 7/29, 2016

28   
GLORIA SAUCEDO  
Defendant

1  
2 DATED: 7/29/16, 2016

Gloria Saucedo  
HERMANDAD MEXICANA TRANSNACIONAL, INC.  
By: Gloria Saucedo, President  
Defendant

3  
4  
5  
6  
7 DATED: 8/2, 2016

[Signature]  
MARK S. ROSEN, Esq.  
Attorney for Defendant Gloria Saucedo and  
Hermandad Mexicana Transnacional, Inc.  
(As to form and content only)

8  
9  
10 ACCEPTED BY:

11  
12 Dated: 8-25-, 2016

[Signature]  
Honorable **DAVID R. FIELDS**  
Judge of the Superior Court

