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

16 PEOPLE OF THE STATE OF CALIFORNIA,  
17 acting by and through DAVID CHIU AS  
CITY ATTORNEY OF SAN FRANCISCO,

18 Plaintiff,

19 vs.

20 LEONARD LACAYO; ADA LACAYO;  
21 LACAYO & ASSOCIATES, an  
unincorporated business entity of unknown  
22 form; and DOES 1 THROUGH 20,

23 Defendants.

Case No. CGC-16-553699

**MEMORANDUM OF POINTS AND  
AUTHORITIES IN SUPPORT OF MOTION TO  
ENFORCE AND MODIFY INJUNCTION**

Hearing Date: July 17, 2025

Time: 9:00 a.m.

Department: Dept. 301

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Trial Date: Not set

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1 **I. INTRODUCTION**

2 In September 2017, this Court entered a Stipulated Injunction prohibiting Defendants Leonard  
3 Lacayo and Lacayo & Associates (together “Defendants”)<sup>1</sup> from providing *any* immigration-related  
4 services, except translation and secretarial services in certain limited circumstances. Nevertheless,  
5 Defendants have continued to defy the Injunction by continuing to provide immigration services to  
6 hundreds of vulnerable individuals. The People have had to enforce the Injunction once already. In  
7 August 2022, based on evidence of Defendants’ ongoing conduct, the People moved to enforce the  
8 Injunction; in September 2022, the Court granted the motion, extending the term of the Injunction by  
9 five years and ordering additional penalties.

10 Undeterred, Defendants have continued to flout the Court’s Order and disregard the Injunction  
11 by expanding their operation and providing immigration services in their offices located at 3330  
12 Mission Street in San Francisco through at least two immigration attorneys and four immigration  
13 consultants. The People are now forced to move *again* to enforce the Injunction. In light of  
14 Defendants’ willful defiance of the Injunction despite the Court’s 2022 Order, the People seek an  
15 order imposing stringent compliance requirements consistent with the Injunction, a modification to the  
16 Injunction to address Defendants’ latest violations, significant civil penalties, and attorney’s fees.

17 **II. PROCEDURAL HISTORY.**

18 **A. The Underlying Action and the September 6, 2017 Injunction.**

19 On August 15, 2016, the People filed a civil complaint in San Francisco Superior Court  
20 seeking injunctive relief, civil penalties, and restitution pursuant to California Business & Professions  
21 Code §§ 17200 *et seq.*, 17500 *et seq.*, and 22440 *et seq.* The Complaint alleged that Defendants  
22 engaged in a widespread fraudulent immigration scam, purported to provide immigration legal  
23 services when none of the Defendants were lawyers, and consistently violated the Immigration  
24 Consultants Act. (*See* Gradilla Decl., Ex. 1 (Complaint), at ¶¶ 1-5, 15-27.)

25 The parties reached a negotiated settlement in late August 2017. The Court approved and  
26 entered the Stipulated Injunction and Stipulated Judgment on September 6, 2017. (*See* Gradilla Decl.,

27 \_\_\_\_\_  
<sup>1</sup> Defendant Ada Lacayo passed away on January 5, 2022.

1 Ex. 2 (Notice of Entry of Stipulated Injunction and Judgment).) Among other things, the Injunction  
2 (*id.* at Exhibit A [hereinafter “Injunction”]) expressly prohibits Defendants from:

- 3 • providing *any* immigration-related services in California (Injunction, ¶ B.1);
- 4 • referring any person to an attorney for an immigration-related matter, including  
5 offering or displaying business cards for immigration attorneys (*see id.* at ¶ B.5).
- 6 • having any direct contact with clients of attorneys except to provide translation or  
7 secretarial services in the attorney’s presence (*see id.* at ¶ B.1.a); or
- 8 • accepting payment from clients for filing fees or for any services provided by the  
9 attorney or by Defendants (*see ibid.*).

10 The Injunction extends to Defendants’ “agents, servants, employees, representatives, and  
11 others acting in concert or participation with any Defendants.” (*See* Injunction, ¶ H.) Defendants also  
12 were required to report to the People twice a year, for three years, the amount of compensation they  
13 received from attorneys to whom Defendants provided services. (*See id.* at ¶ C.) Defendants are also  
14 required to permit the People’s representatives to inspect Lacayo & Associates’ records upon request,  
15 and to send “testers” posing as clients to determine compliance with the Injunction. (*See id.* at ¶ D.)

16 Under the Injunction, enforcement is subject to the enhanced civil penalties set forth by  
17 Business and Professions Code section 17207. (Injunction, ¶ E.) Moreover, the Injunction specifies  
18 that if after noticed motion and hearing the Court finds that Defendants violated the Injunction: (1) the  
19 Injunction’s provisions are to continue for an additional 60 months from the date of entry of such an  
20 order (*see id.* at ¶ G); and (2) the People “shall be entitled to reasonable attorney’s fees and costs  
21 incurred in enforcing” and/or “monitoring” compliance with the Injunction. (*See id.* at ¶ E.)

22 **B. The September 15, 2022 Order Granting Motion to Enforce Injunction Pursuant**  
23 **to California Business & Professions Code Section 17207.**

24 On August 8, 2022, the People filed a noticed Motion to Enforce Injunction Pursuant to  
25 California Business & Professions Code Section 17207. In that Motion, the People presented evidence  
26 that Defendants had flagrantly and intentionally violated the Injunction, including evidence from two  
27 members of the public to whom Defendants offered immigration related services, evidence from two  
28 “testers” to whom Defendants offered immigration related services, and evidence from the United

1 States Citizenship and Immigration Services that more than 400 applications processed through that  
2 agency used Defendants’ 3330 Mission Street, San Francisco address between September 2017 and  
3 July 2022. (*See* Gradilla Decl., Exs. 3 & 4 (Notice of Motion and MPA).)

4 On September 15, 2022, this Court issued its Order Granting Motion to Enforce Injunction  
5 Pursuant to California Business & Professions Code Section 17207 (“September 2022 Order”). (*See*  
6 Gradilla Decl., Ex. 8.) The September 2022 Order found that “[a]mple evidence demonstrates that  
7 defendants have violated this Court’s injunction of September 6, 2017” and ordered Defendants to pay  
8 a civil penalty of \$5,000. (*See id.* at p. 2.) Per the terms of the Injunction, based on the Court’s finding  
9 of Defendants’ violation, the Court extended the term of the Injunction by sixty months, until  
10 September 15, 2027. (Injunction, ¶ G.)

### 11 **III. STATEMENT OF FACTS**

12 For over a year, the People have gathered declarations, deposition testimony,<sup>2</sup> and  
13 documentary evidence showing that Defendants continue to offer immigration-related legal advice and  
14 services despite the Injunction and this Court’s September 2022 Order. The People’s evidence was  
15 further corroborated by an authorized tester from the City Attorney’s Office—an investigator with the  
16 office—who sought immigration-related services from Defendants. Taken together, it is beyond doubt  
17 that Defendant Lacayo individually and Defendant Lacayo & Associates as a business provide  
18 immigration-related services to the public in continuing violation of the Injunction.

#### 19 **A. Lacayo Provides Immigration-Related Services.**

20 Since the September 2022 Order, Lacayo has continued to provide immigration-related  
21 services by meeting with clients and referring them to at least two immigration attorneys, Aliou  
22 Iscandari and Julio Ramos,<sup>3</sup> and four immigration consultants, Sylvia Perez Restrepo, Elva Moran  
23 Hernandez, Christian Hrastoviak Prado, and Uriel Leon Rodriguez, all of whom have provided or  
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25 <sup>2</sup> As part of the People’s investigation, the City Attorney’s Office subpoenaed witnesses to  
testify under oath. (*See* Gov. Code, § 11181, subd. (e); Bus. & Prof. Code, § 16759.)

26 <sup>3</sup> Lacayo has had a longstanding relationship with these two attorneys. Ramos represented  
27 Defendants in the People’s August 2022 enforcement action. (Gradilla Decl., Ex. 5 (Ramos  
Substitution of Attorney).) Mr. Iscandari also filed an appearance in the matter. (Gradilla Decl., Ex. 6  
28 (Iscandari Notice of Association of Counsel).)

1 continue to provide services at Lacayo & Associates. In December 2022, just a few months after the  
2 September 2022 Order, Lacayo met with Katherine Sican, who needed an immigration attorney to  
3 assist with pursuing an asylum claim at the Lacayo & Associates office. (Affidavit of Katherine Sican,  
4 ¶ 2 [hereinafter “Sican Aff.”].) Ms. Sican reached out to Lacayo because friends recommended him.  
5 (*Ibid.*) Lacayo reviewed paperwork she brought to the appointment, and then referred her to Ramos.  
6 (*Ibid.*) According to Sican, she hired Ramos, who failed to prepare her for her immigration court  
7 hearing, and failed to communicate with her or keep her updated on her immigration appeal. (*Id.* at ¶¶  
8 4-7.) Ultimately because Ramos failed to file a brief in her appeal to the Board of Immigration  
9 Appeals (BIA), her case was dismissed and an order of deportation mandating her removal issued. (*Id.*  
10 at ¶¶ 7-8.)

11 Lacayo also met with Soledad Manrique in September 2023. (Affidavit of Soledad Manrique, ¶  
12 2 [hereinafter “Manrique Aff.”].) Ms. Manrique went to meet Lacayo at his office and told him she  
13 needed to file asylum and work permit applications. Lacayo gave her an automated case report from  
14 the Executive Office of Immigration Review, which provides information on the status of immigration  
15 cases. (Manrique Aff. ¶ 3; *see* <https://www.justice.gov/eoir/eoir-case-information>.) Lacayo then  
16 referred Manrique to Uriel Leon Rodriguez, Lacayo’s employee.<sup>4</sup> (Manrique Aff. ¶ 3; Gradilla Decl.,  
17 Ex. 12 [Rodriguez Tr. 26:6-25] (explaining that he was employed by Lacayo from May 2023 through  
18 March 2024).) At this point, Manrique believed that both Lacayo and Rodriguez were attorneys.  
19 (Manrique Aff. ¶ 3.) Rodriguez helped prepare her asylum application, advised her on what  
20 information to include and exclude from her application, and only told her he was not an attorney after  
21 explaining he would not be signing her asylum application and instructing her to file the application on  
22 her own. (*Id.* at ¶ 3.) Manrique continued to believe Lacayo was an attorney. (*Ibid.*) Rodriguez charged  
23 her \$1,500 for advising her on the asylum application. (*Id.* at ¶¶ 3-4.) Lacayo eventually referred her to  
24  
25

26 <sup>4</sup> Ms. Manrique’s affidavit refers to Uriel by his first name. At the time Uriel assisted Ms.  
27 Manrique, he was not yet an immigration consultant, but became one in March 2024. (Gradilla Decl.,  
28 Ex. 12, Rodriguez Tr. 26:6-25, 30:20-23.) The CAO first learned of Ms. Sican and Ms. Manrique’s  
experience with Lacayo in late February 2025.

1 Iscandari, and she executed a contract for Iscandari’s services in Lacayo’s office on January 6, 2024.  
2 (*Id.* at ¶¶ 7-8.)

3 Lacayo’s continued provision of immigration-related services was also confirmed in a tester  
4 visit, pursuant to the Injunction’s “tester” provision. (Injunction, ¶ D.) On April 25, 2024, an  
5 investigator from the San Francisco City Attorney’s Office (“CAO”) visited Lacayo & Associates’  
6 office at 3330 Mission Street. The investigator met with Lacayo and presented a “cover” story that she  
7 needed immigration advice and assistance for her fiancé who had overstayed his visa. (Declaration of  
8 Angela Davis, ¶¶ 3-4 [hereinafter “Davis Decl.”].) Lacayo responded with a detailed overview on the  
9 steps that Davis and her fiancé would need to take in order to address the visa overstay, including  
10 advising that the couple get married via a special financial arrangement his office allegedly has with  
11 Redwood City, advising as to which immigration applications would need to be submitted in order to  
12 petition for an adjustment of status and the steps required to obtain a green card. (*Id.* at ¶¶ 4.f.- 4.l.)  
13 He also assured Davis that he had submitted thousands of immigration applications, that he had “over  
14 40 years of experience helping people with immigration matters,” and that his office could provide the  
15 needed services for her boyfriend to secure citizenship in the United States. (*Id.* at ¶ 4.g.) Lacayo  
16 outlined the fees that Davis and her fiancé would be charged by Lacayo’s office for their services,  
17 including a \$1,965 immigration fee, a \$900 medical exam fee, and an additional \$3,000 unspecified  
18 fee. (*Id.* ¶ 4.l.) Lacayo explained that he would not personally prepare the forms but that an  
19 immigration consultant who works in his office would assist Davis. (*Ibid.*) Lacayo introduced Davis to  
20 two immigration consultants that he promised would work on her matter, Sylvia Restrepo and Elva  
21 Moran Hernandez. (*Id.* at ¶ 4.m.) Restrepo then gave Davis her business card with the Lacayo &  
22 Associates name and logo printed on the top left of the card. (*Ibid.*)

23 The experiences of Sican, Manrique, and Davis all confirm that Lacayo continues to provide  
24 immigration-related services both by providing his own advice about a client’s legal needs and by  
25 referring clients to immigration attorneys and immigration consultants.

1           **B.       Lacayo & Associates Provides Immigration Services.**

2           Lacayo & Associates, which is subject to the Injunction, is a general partnership of which  
3 Lacayo is a partner. (Gradilla Decl., Ex. 17 (Fictitious Business filing with County Clerk).) Lacayo &  
4 Associates rents office space at 3330 Mission Street in San Francisco.<sup>5</sup> (Gradilla Decl., Ex. 9  
5 [highlighted rent checks in the amount of \$6,000].) Lacayo openly operates Lacayo & Associates as a  
6 business where potential clients can obtain immigration-related services. When members of the public  
7 seeking immigration assistance enter Lacayo & Associates, they encounter a receptionist who directs  
8 them to the immigration consultants to help with immigration matters (Gradilla Decl., Ex. 13 [Prado  
9 Tr. 31:12-32:13]), or they may meet with Lacayo first, who then directs them to the immigration  
10 attorneys or immigration consultants. (Gradilla Decl., Ex. 13 [Prado 44:1-14]; Davis Decl. ¶ 4.1.)

11           Remarkably, these immigration attorneys and immigration consultants physically sit in the  
12 Lacayo & Associates office. Iscandari has an office at Lacayo & Associates, and his business card  
13 reflects 3300 Mission Street as his business address. (Gradilla Decl., Ex. 12 [Rodriguez Tr. 28:7-22  
14 (Iscandari works in the office)]; Manrique Aff., Ex. 18.) Ramos regularly sends his assistant, Kenneth  
15 de Trinidad Estrella, to Lacayo & Associates to help clients in person at that location and sometimes  
16 goes there to serve clients directly. (Gradilla Decl., Ex. 15 [Estrella Tr. 29:2-7 (Estrella is Ramos’s  
17 assistant); 18:7-19:6 (Ramos sends Estrella to Lacayo’s offices to assist Ramos’s clients)]; Ex. 13  
18 [Prado Tr. 22:21-23:1 (Ramos goes to Lacayo’s offices), 33:5-7 (Ramos and his staff are still in  
19 Lacayo’s offices)]; Ex. 14 [Hernandez Tr. 22:14-16 (Ramos goes to Lacayo’s offices often).])  
20 Likewise, all four immigration consultants have offices in Lacayo & Associates. (Gradilla Decl., Ex.  
21 13 [Prado Tr. 40:20-41:8 (admitting all four immigration consultants have offices in Lacayo &  
22 Associates)].)<sup>6</sup> The business card that the immigration consultant gave to the CAO’s investigator has  
23  
24

25           <sup>5</sup> Since Lacayo is a general partner of Lacayo & Associates, he can only use Lacayo &  
26 Associates’ offices on behalf of the partnership. (Corp. Code, § 16401, subd. (g) [“A partner may use  
or possess partnership property only on behalf of the partnership.”].)

27           <sup>6</sup> In addition to these four people, between December 2022 and March 2024 someone with the  
28 first name Roberto prepared U visas at Defendants’ offices. (Gradilla Decl., Ex. 13 [Prado Tr. 22:21-  
23:14].)

1 the Lacayo & Associates name and logo printed on the top left of the card and also reflects 3300  
2 Mission Street as the business address. (Davis Decl., Ex. C [Restrepo’s business card].)

3 To provide clients with “in-house” immigration consultants at Lacayo & Associates, Lacayo  
4 has entered into a variety of financial arrangements with four immigration consultants at different  
5 points in time. Each immigration consultant paid Defendants monthly “rent” of between \$500 and  
6 \$1500 in cash.<sup>7</sup> (Gradilla Decl., Ex. 11 [Restrepo Tr. 22:24-26:11], Ex. 14 [Hernandez Tr. 26:25-  
7 28:4], Ex. 12 [Rodriguez Tr. 55:7-19], Ex. 13 [Prado Tr. 37:13-23].) Prior to these rental  
8 arrangements, Lacayo paid at least two of the immigration consultants for their work, including for  
9 immigration-related work. (Gradilla Decl., Ex. 13 [Prado Tr. 18:9-23, 48:13-49:25 (Lacayo hired  
10 Prado in December 2022 and paid him daily for the work he did)], Ex. 12 [Rodriguez Tr. 25:12-27:10  
11 (Defendant Lacayo paid Rodriguez \$180 per day for work as his employee), 39:23-41:15, 42:21-44:2  
12 (Rodriguez conducted immigration-related work in return for the money he received from Lacayo)].)  
13 In exchange for the rent payment, Lacayo provides each immigration consultant a desk and supplies,  
14 including a computer, printer, other office equipment, and business cards. (Gradilla Decl., Ex. 13  
15 [Prado Tr. 29:10-30:15, 37:24-38:23], Ex. 14 [Hernandez Tr. 24:9-16], Ex. 11 [Restrepo Tr. 24:7-23,  
16 48:23-49:6]; Ex. 12 [Rodriguez Tr. 52:2-55:23, 56:19-57:1].)

17 Through Lacayo and these immigration attorneys and immigration consultants, Lacayo &  
18 Associates provides immigration-related legal assistance to about five to ten walk-in clients a day.  
19 (Gradilla Decl., Ex. 13 [Prado Tr. 30:16-31:5].) Each immigration consultant testified to serving  
20 multiple clients while working at Lacayo & Associates. (Gradilla Decl., Ex. 11 [Restrepo Tr. 23:16-  
21 25:5, 41:4-11 (between 20 and 30 people total)], Ex. 14 [Hernandez Tr. 46:14-19 (about 6 or 7 people  
22 total)], Ex. 13 [Prado Tr. 20:4-22:18] (about 20 people total), Ex. 12 [Rodriguez Tr. 58:18-59:5  
23 (between 20 and 30 people total)].) The services they provided include assisting members of the public  
24 with asylum, citizenship, Temporary Protected Status, and work permit applications, and changes of  
25 address and changes of venue. (Gradilla Decl., Ex. 11 [Restrepo Tr. 56:24-58:20], Ex. 12 [Rodriguez  
26

27 <sup>7</sup> On June 28, 2024, Rodriguez resigned and no longer works at their offices. (Gradilla Decl.,  
28 Ex. 16 (Rodriguez Statement of Reasons).)

1 Tr. 65:3-15], Ex. 13 [Prado Tr. 33:12-15].) Accordingly, Lacayo & Associates continues to provide a  
2 range of immigration-related services in violation of the Injunction.

3 **C. Lacayo & Associates’ Bank Records Reflect Numerous Filings with the United**  
4 **States Citizenship and Immigration Services.**

5 Finally, Lacayo & Associates’ bank records leave no room for doubt that Defendants are  
6 engaged in an enterprise to provide immigration-related services. Although Defendants thus far have  
7 failed to fully comply with the People’s document demand pursuant to the terms of the Injunction, the  
8 partial bank records reveal 21 checks from Lacayo & Associates’ business account made payable to  
9 the United States Citizenship and Immigration Services (“USCIS”), between October 2022 through  
10 June 2024. (Gradilla Decl., ¶ 12, Ex. 9 [highlighted checks to the Department of Homeland Security].)  
11 Those checks, on their face, reference various USCIS immigration forms for which payment was  
12 made, including forms I-130 (petition for alien relative), I-90 (application to replace permanent  
13 residence card), and I-765 (application for employment authorization). (*Ibid.*)

14 **IV. ARGUMENT**

15 **A. The Court Has the Authority to Enforce and Modify the Injunction.**

16 California Code of Civil Procedure section 128, subdivision (a)(4) empowers the Court to  
17 “compel obedience to its judgments, orders and process, and the orders of a judge out of court in an  
18 action or proceeding pending therein.” (Code Civ. Proc., § 128, subd. (a)(4).) “Every court has power  
19 to compel obedience to its judgments and orders [ ], and a court of equity retains inherent jurisdiction  
20 to oversee and enforce execution of its decrees.” (*Vanderstok v. Bank of America* (1972) 29  
21 Cal.App.3d 731, 734, citation omitted.) Here, the Injunction provides for a noticed motion as the  
22 method to enforce the Injunction. (Injunction, ¶ E).<sup>8</sup>

23 This Court can also modify the Injunction pursuant to Code of Civil Procedure section 533,  
24 which provides that it can “on notice modify or dissolve an injunction . . . upon a showing that there  
25 has been a material change in the facts upon which the injunction . . . was granted . . . or that the ends

26 <sup>8</sup> This Court previously concluded a noticed motion to enforce is the appropriate vehicle.  
27 (Gradilla Decl., Ex. 8 (September 2022 Order) at 2-3 [“The court rejects defendants’ argument that  
28 this motion is an improper contempt application . . . . Moreover, the parties’ stipulated injunction  
expressly contemplated a noticed motion to enforce the injunction.”].)

1 of justice would be served by the modification or dissolution of the injunction . . . .” Courts have  
2 enforced this principle even where the parties entered into a stipulated injunction. (*See Welsh v.*  
3 *Goswick* (1982) 130 Cal.App.3d 398, 404-405.)

4 **B. Defendants Have Intentionally Violated the Injunction.**

5 Lacayo continues to work in concert with immigration attorneys and immigration consultants  
6 working in the offices of Lacayo & Associates to provide immigration-related services to the public.  
7 The Injunction—which extends to both Lacayo, Lacayo & Associates, and their agents, servants,  
8 employees, or representatives—could not be clearer: all are prohibited from providing *any*  
9 *immigration-related services*. (Injunction, ¶ B.1.) Although the Injunction includes a sample list of  
10 services Defendants cannot provide, this list is not exhaustive. The *only* exception to this blanket  
11 prohibition against Defendants providing immigration-related services is for translation or secretarial  
12 services to immigration attorneys. (Injunction, ¶ B.1.a.) Here, the evidence shows that Lacayo  
13 continues to meet with clients to offer advice on immigration-related matters, assess the clients’ legal  
14 needs, and provide immigration-related services through immigration attorneys and immigration  
15 consultants who are embedded within Defendants’ offices. As exemplified by the experience of Ms.  
16 Sican, Ms. Manrique, and the CAO’s investigator, Lacayo & Associates operates a business where  
17 members of the public can secure immigration-related services from individuals offering in person  
18 immigration services at Lacayo & Associates’ office. Indeed, these individuals have business cards  
19 emblazoned with the Lacayo & Associates name, logo, and address, and serve clients at Lacayo’s  
20 direction. Finally, the bank records reflecting fee payments to USCIS conclusively demonstrate  
21 Defendants are continuing to accept payments for immigration-related services from clients and  
22 making immigration application fee payments on behalf of clients.

23 This conduct is a clear and intentional violation of the Injunction. In fact, Defendants never  
24 stopped offering immigration-related services after this Court entered the Injunction or even after it  
25 found ongoing violations in 2022 and ordered further penalties. Evidently, Defendants have little  
26 hesitation ignoring this Injunction. Notably, Lacayo is the subject of *three* cease and desist letters from  
27 the California State Bar (most recently in September 2023) directing him to stop providing legal  
28

1 services. (Declaration of Agustin Hernandez, ¶ 4, Ex. B (cease and desist letter).) The Court should not  
2 countenance Defendants’ flagrant disregard of the Court’s order and authority.

3 **C. The Court Should Enforce and Modify the Injunction to Serve the Ends of Justice.**

4 **1. The Court Should Impose Additional Civil Penalties.**

5 Paragraph E of the Injunction provides that it is “subject to enforcement pursuant to Business  
6 and Professions Code Section 17207.” (Injunction, ¶ E.) Business & Professions Code section 17207  
7 in turn provides: “Any person who intentionally violates any injunction prohibiting unfair competition  
8 issued pursuant to Section 17203 shall be liable for a civil penalty not to exceed six thousand dollars  
9 (\$6,000) for each violation. Where the conduct constituting a violation is of a continuing nature, *each*  
10 *day of that conduct is a separate and distinct violation.*” (Bus. and Prof. Code, §17207, subd. (a),  
11 emphasis added.) Defendants have been in violation of the Injunction for 1007 days, calculated from  
12 September 15, 2022, the date the Court issued its September 2022 Order, up to the date of this filing.  
13 Each one of those days constitutes a separate violation. In determining the amount of the civil penalty,  
14 “the court shall consider all relevant circumstances, including, but not limited to, the extent of the  
15 harm caused by the conduct constituting a violation, the nature and persistence of such conduct, the  
16 length of time over which the conduct occurred, the assets, liabilities and net worth of the person,  
17 whether corporate or individual, and any corrective action taken by the defendant.” (*People v. Toomey*  
18 (1984) 157 Cal.App.3d 1, 24, quotation marks omitted [discussing Business and Professions Code §  
19 17207 in a case affirming the imposition of penalties for the violation of a UCL injunction].)

20 Defendants have never stopped providing immigration-related services to the public despite  
21 this Court’s orders to the contrary. This is now the second time the People have been forced to bring  
22 an enforcement action against Defendants. Their ongoing provision of immigration-related services to  
23 dozens of clients directly contravenes the Injunction, exhibits a contempt for this Court’s authority,  
24 and demands stringent civil penalties to protect the public. (See *Toomey, supra*, 157 Cal.App.3d at p.  
25 25 [noting that “the unlawful business practices act seeks to protect the public from continued  
26 violations.”].) Given the egregiousness of Defendants’ longstanding misconduct, and that they have  
27  
28

1 been on notice that they cannot provide *any* immigration-related services, the Court should impose a  
2 civil penalty of at least \$500 penalty per day, totaling \$503,500.

3 **2. The Court Should Extend the Injunction By 60 Months.**

4 Paragraph G of the Injunction provides that if, after hearing on a regularly noticed motion, the  
5 Court finds that Defendants have violated the Injunction, then the Injunction restarts for another 60  
6 months. (Injunction, ¶ G.) The People request that the Court’s order reflect that, in light of  
7 Defendants’ violations, the term of the Injunction is extended an additional 60 months from September  
8 2027 to September 2032. (*Ibid.*)

9 **3. The Court Should Modify the Injunction by Prohibiting Defendants from  
10 Providing Translation and/or Secretarial Services, Providing Any  
11 Immigration-Related Services on Premises, and Acting in Concert with  
Anyone or Any Entity to Provide Immigration-Related Services.**

12 Defendants have a demonstrated history of disregarding the Court’s orders and evading the  
13 Injunction. The injunctive provisions below, including the reporting obligations requiring Defendants  
14 to provide complete information to the CAO about their provision of immigration-related services, is  
15 necessary to ensure harm from Defendants’ violation of the Injunction can be remedied. (*Alpine Palm  
16 Springs Sales, Inc. v. Super. Ct.* (1969) 274 Cal.App.2d 523, 538 [holding that where an injunction has  
17 been violated, courts can order the offending party to perform further “curative act[s].”].) Accordingly,  
18 to deter and restrain Defendants from providing *any* immigration-related services, the Court should  
19 modify the Injunction as follows:

- 20 1. Modify Paragraph B.1 to prohibit all Defendants from providing translation or  
21 secretarial services to immigration attorneys and from collecting any payments for  
22 immigration-related services of any kind, including filing fees, regardless of the source  
23 of payment;
- 24 2. Modify Paragraph B.5 to prohibit Defendants from providing any referrals to any  
25 provider of immigration-related services, whether an attorney, immigration consultant,  
26 BIA-accredited representative, or otherwise;
- 27 3. Add Paragraph B.7 to prohibit any immigration-related services to be performed at the  
28 offices of Lacayo & Associates;

- 1 4. Add Paragraph B.8 to require Defendants to provide the Injunction to all persons  
2 performing any work at the offices of Lacayo & Associates and to secure an  
3 acknowledgment that they have read and understood the terms of the Injunction and  
4 agree to not perform any immigration-related services;
- 5 5. Should the Court permit Defendants to continue to provide translation and/or  
6 secretarial services, the Court should modify the reporting requirement of Paragraph C  
7 to include information on immigration consultants and any other immigration-service  
8 providers, not just attorneys, for the duration of the Injunction; and
- 9 6. Modify Paragraph C of the Injunction to additionally require Defendants to (1) provide  
10 the People with the name and contact information of all clients who received any  
11 immigration-related services at the offices of Lacayo & Associates since January 1,  
12 2024; and (2) disclose to the People the name of any other corporate entity in which  
13 Lacayo has an ownership interest, the nature of its activities, and the identities and  
14 contact information of all individuals affiliated with the entity for the duration of the  
15 Injunction.

16 **D. The People Are Entitled to Recover Their Reasonable Attorney’s Fees and Costs**  
17 **for Enforcing the Injunction.**

18 Should the Court determine that Defendants violated the Injunction, the People respectfully  
19 request the Court concurrently find that they may recover attorney’s fees and costs. Paragraph E of the  
20 Injunction provides: “If the Court finds after noticed motion and hearing that any Defendant has  
21 violated the terms of this Stipulated Injunction, Plaintiff *shall* be entitled to reasonable attorney’s fees  
22 and costs incurred in enforcing this Stipulated Injunction and/or monitoring Defendants’ compliance  
23 herewith.” (Injunction, ¶ E (emphasis added).) This request is particularly warranted given that this is  
24 the second motion to enforce the Injunction the People have been compelled to bring, and because the  
25 Court did not address the People’s attorney’s fees request in the September 2022 Order.

26 The People seek \$110,581.50 in attorney’s fees, including paralegal and investigator fees. As  
27 detailed in the supporting declarations of Deputy City Attorneys Ronald Lee, Nancy Harris, and  
28 Miguel A. Gradilla, filed concurrently herewith, the attorney, paralegal, and investigator time was

1 reasonable and necessary to monitor and enforce the Injunction. Monitoring and assessing the extent  
2 of non-compliance with the Injunction required extensive investigative work, including planning and  
3 performing the initial tester visit, identifying and interviewing witnesses, and issuing administrative  
4 subpoenas. For the purposes of this request, the People seek fees only for time spent on the initial  
5 assessment of Defendants’ noncompliance, the analysis and review of investigative materials gathered,  
6 and the analytical and legal work required to present this motion. If the Court grants the People’s  
7 motion to enforce, it should order the requested attorney’s fees based on these declarations. (*Raining*  
8 *Data Corp. v. Barrenechea* (2009) 175 Cal.App.4th 1363, 1375 [“The law is clear [ ] that an award of  
9 attorney fees may be based on counsel’s declarations, without production of detailed time records.”].)

10 The hourly rates sought by the City for each timekeeper is reasonable and well within market  
11 rates for similar work in San Francisco. Here, the People seek the following hourly rates for the  
12 following Deputy City Attorneys, Investigators, and Paralegals:

- 13 • Ronald Lee (Assistant Chief of Complex and Affirmative Litigation): \$550
- 14 • Nancy Harris (Deputy City Attorney): \$600
- 15 • Miguel A. Gradilla (Deputy City Attorney): \$550
- 16 • Borys Procak (Investigator): \$224
- 17 • Rhonda Andrew (Paralegal): \$224
- 18 • Angela Davis (Investigator): \$219

19 In determining hourly rates, courts look to the prevailing market rates used by comparable  
20 attorneys in the relevant community. (*Heritage Pacific Financial, LLC v. Monroy* (2013) 215  
21 Cal.App.4th 972, 1009.) Courts also consider “the experience, skill, and reputation of the attorney  
22 requesting fees,” and can also rely on “its own knowledge and familiarity with the legal market.”  
23 (*Ibid.*) As detailed in the accompanying attorney declarations, the hourly rates the People seek fall well  
24 within reasonable market rates for attorneys with similar experience and skill in San Francisco.<sup>9</sup>

25  
26  
27 <sup>9</sup> The requested rates are below the rates in the “Laffey Matrix” rates. (Gradilla Decl., ¶ 47, Ex.  
28 18.) The First District has held that the Laffey Matrix may be considered as evidence of the market  
rate. (*Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 702-703.)

1 The time expended by each timekeeper is also supported by the declarations of Deputy City  
2 Attorneys Gradilla, Nancy Harris, and Ronald Lee. These declarations are sufficient to prove the time  
3 spent and original billing records are not required. (*Raining Data Corp., supra*, 175 Cal.App.4th at p.  
4 1375.) The reasonable hourly rates listed above multiplied by the time spent by each attorney,  
5 investigator, and paralegal results in the following fees:

7 STAFF	8 RATE	9 HOURS	10 FEES
11 Ronald Lee	12 \$550	13 31.75	14 \$17,462.50
15 Nancy Harris	16 \$600	17 29.50	18 \$17,700.00
19 Miguel A. Gradilla	20 \$550	21 109.50	22 \$60,225.00
23 Borys Procak	24 \$224	25 13.50	26 \$3,024.00
27 Angela Davis	28 \$219	30.00	\$6,570.00
Rhonda Andrew	\$224	25.00	\$5,600.00
TOTAL		239.25	\$110,581.00

16 **V. CONCLUSION**

17 Defendants' willful and continuing provision of immigration-related legal services in  
18 contravention of multiple orders from this Court victimizes the most vulnerable members of the  
19 immigrant community and impugn the integrity of the legal system. They have also forced the People  
20 to expend significant resources to investigate their conduct and seek to enforce the Injunction not once  
21 but twice. For all of the reasons identified herein, and any other reasons this Court identifies within the  
22 Court file and upon argument, the Court should enforce the Injunction as requested.

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1 Dated: June 18, 2025

2 DAVID CHIU  
City Attorney  
3 YVONNE R. MERÉ  
Chief Deputy City Attorney  
4 SARA J. EISENBERG  
Chief of Complex and Affirmative Litigation  
5 RONALD H. LEE  
Assistant Chief of Complex and Affirmative Litigation  
6 MIGUEL A. GRADILLA  
NANCY E. HARRIS  
Deputy City Attorneys

7  
8 By: /s/ Miguel A. Gradilla  
MIGUEL A. GRADILLA

9 Attorneys for Plaintiff  
10 PEOPLE OF THE STATE OF CALIFORNIA,  
acting by and through DAVID CHIU  
11 AS CITY ATTORNEY OF SAN FRANCISCO  
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