

Sebastian M. Medvei (SBN 285604)
MEDVEI LAW GROUP, APC
3857 Birch Street, #56
Newport Beach, CA 92660
Telephone: (213) 984-4013
Email: smedvei@medveilaw.com

Attorney for Plaintiff and Creditor
IMMIGRANT RIGHTS DEFENSE
COUNCIL, LLC

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA – SAN FERNANDO VALLEY

DIVISION

IN RE:

DEV PANDEY

Debtor.

Adv. Case No: 1:26-ap-01005-VK

Case No.: 1:25-bk-11943-VK

Chapter 7

IMMIGRANT RIGHTS DEFENSE
COUNCIL, LLC,

Plaintiff,

v.

DEV PANDEY,

Defendant.

**FIRST AMENDED ADVERSARY
COMPLAINT FOR
DETERMINATION THAT
CERTAIN DEBTS ARE EXCEPTED
FROM DISCHARGE PURSUANT
TO 11 U.S.C. § 523**

TO THE COURT AND ALL PARTIES IN INTEREST:

1 IMMIGRANT RIGHTS DEFENSE COUNCIL, LLC (“Plaintiff”), Plaintiff,
2 and Creditor of the above-named Debtor, DEV PANDEY (“Defendant”), hereby
3 seeks a determination as to dischargeability of Plaintiff’s debt in the above-entitled
4 bankruptcy case pursuant to 11 U.S.C. § 523, as follows:

5 **JURISDICTION**

6 1. This Court has jurisdiction of this adversary proceeding pursuant to 11
7 U.S.C. § 523. This is a core proceeding under 28 U.S.C. § 158(b)(2)(J).

8 **VENUE**

9 2. Venue is proper under 28 U.S.C. § 1409.

10 **PARTIES**

11 3. Plaintiff is a California limited liability company that brings actions under
12 Business & Professions Code section 22446.5 subd. (b) for injunctive relief on
13 behalf of the general public against “immigration consultants” (as that term is
14 defined by Business & Professions Code sections 22440 *et seq.*) for violating the
15 Immigration Consultants Act (ICA).

16 4. Defendant is the judgment debtor on a judgment in favor of Plaintiff against
17 Defendant for violation of the ICA. The ICA is a consumer protection statute
18 designed to tackle rampant fraud and consumer abuse by nonattorneys providing
19 nonlegal and legal services related to immigration. The ICA specifically targets
20 conduct including, without limitation, the unauthorized practice of law and
21 provision of legal services, as well as fraud and other fraudulent practices. *See e.g.*
22 Bus. & Prof. Code §§ 22441(d), 22444(a). In addition to providing damages of
23 \$1,000 per violation, civil penalties of \$100,000 per violation, quadruple actual
24 damages and punitive damages to aggrieved parties, the ICA deputizes non-
25 aggrieved parties, acting as private attorneys general on behalf of the general
26 public and the State, to seek injunctive relief “on behalf of the general public”
27 against immigration consultants who violate the ICA. Bus. & Prof. Code §
28 22446.5(b). Upon obtaining such injunctive relief, the prevailing plaintiff is entitle

1 to an award of attorney's fees and costs in connection with prosecuting the action.
2 *Id.*

3 **BACKGROUND**

4 5. On October 10, 2017, Plaintiff brought an action for injunctive relief on
5 behalf of the general public against Defendant titled *Immigrant Rights Defense*
6 *Council, LLC v. Chandar Dev Pandey*, Los Angeles County Superior Court Case
7 No. BC679364 (hereafter, the "State Court Action"). Plaintiff asserted that
8 Defendant violated various provision of the ICA, including the prohibition in the
9 ICA as to engaging in the unauthorized practice of law and making false and
10 misleading statements to customers. A true and correct copy of the operative
11 complaint in the State Court Action is attached hereto as **Exhibit 1** and
12 incorporated by reference herein.

13 6. In the State Court Action, Defendant was alleged to operate an unlicensed
14 and unlawful immigration law firm. The enterprise was an unlicensed immigration
15 law firm offering "representation," "practice" and "preparation" in immigration
16 law, as those terms are defined under 8 C.F.R. 1.2, to immigrants before the United
17 States Citizenship and Immigration Services (USCIS), a division of the
18 Department of Homeland Security (DHS). Defendant intentionally provided
19 immigration legal services in violation of the ICA, federal law including without
20 limitation 8 C.F.R. 1.2 and 292.1, and the unauthorized practice of law statutes
21 (UPL). Defendant had numerous customer-victims to whom Defendant provided
22 unlicensed legal representation for more than a nominal fee under false pretenses.

23 7. As part of the unlawful enterprise, Defendant made numerous false
24 representations to her customers to the effect that, inter alia, she was authorized to
25 engage in "practice" and "preparation," and "representation" of her customers. As
26 a result of those false representations, and under those false pretenses, Defendant
27 obtained thousands of dollars from her customer-victims, and in all cases more
28 than a "nominal fee," from each of her vulnerable immigrant customer-victims,

1 who, in reliance on Defendant's false representations as to her capacity to offer
2 such services, made payments to Defendant for the unauthorized immigration legal
3 services that Defendant was not legally entitled to be compensated for. These
4 customers were, thus, permanently dispossessed of monies under false pretenses,
5 false representation, and/or actual fraud, and were thus harmed by Defendant's
6 false pretenses, false representations and/or actual fraud. Defendant's conduct was
7 willful in that Defendant fully intended to obtain these monies under the false
8 representation that Defendant was legally permitted to provide services to
9 Defendant's customers that she was clearly not permitted to provide.

10 8. In the regular course of that action, Plaintiff conducted discovery and
11 investigation of the Defendant. During the course of that investigation, the
12 Plaintiff's allegations were all corroborated, including, particularly, as to
13 Defendant's fraudulent false advertising. The false advertising was located at:
14 <http://americanimmigrationconsultant.com>. This advertising was in effect on the
15 website from 2015 to 2018, after which the website was spoliated in response to
16 the Plaintiff's lawsuit. In that false advertising, Defendant misrepresented to his
17 customers, as an inducement to paying him money that he was not entitled to, that
18 Defendant was a licensed immigration expert¹ who could prepare, for more than a
19 nominal fee, inter alia, the following legal immigration petitions and applications:
20 1) Applications for Adjustment of Status; 2) Applications for Citizenship; 3)
21 Applications for Temporary Protected Status; and, 4) Applications for H-1B Work
22 Visas. The preparation of these petitions and applications for more than a nominal
23 fee constitutes "practice", "preparation" and "representation" in federal
24 immigration law, which nonattorneys like Defendant are expressly not permitted to
25 do. 8 CFR §§ 1.2, 292.1. Despite knowledge of the falsity of these representations,
26

27 ¹ The website additionally advised that Defendant employed a former immigration
28 supervisor who could obtain special advantages in immigration proceedings. This
is, of course, also a false and fraudulent representation.

1 Defendant made these representations for years to his customers earning
2 substantial sums of money under such false pretenses, both through his website and
3 other advertising media, in order to obtain money from unwitting immigrants who
4 were not aware that Defendant was explicitly barred from providing the services he
5 provided. Defendant's customers relied on Defendant's false advertisements in
6 selecting him to provide those unlawful services, believing that Defendant is
7 indeed an expert who can assist them with immigration applications and petitions,
8 and lost money as a result. In addition to Defendant's knowing and intentional
9 false advertising constituting a method of defrauding customers to pay him to
10 engage in the unauthorized practice of law, such advertising constitutes a violation
11 of, inter alia, Business & Professions Code section 6126(a), which makes it a crime
12 to hold oneself out as practicing and/or authorized to practice law.

13 9. In addition, during the course of that same discovery process in the State
14 Court Action, Plaintiff propounded Requests for Admission and Requests for
15 Production of Documents. More specifically, on January 4, 2018 Defendant was
16 served with the Request for Admissions, Set One. The requests sought that
17 Defendant admit his violation of each of the provisions of the ICA. Inter alia,
18 Defendant was asked to admit that he violated the following provisions: 1)
19 Business & Professions Code section 22442.3; and, 2) Business & Professions
20 Code section 22444.

21 10. Business & Professions Code section 22442.3 states as follows:

22
23 22442.3. (a) An immigration consultant shall not, with the intent to mislead,
24 literally translate, from English into another language, any words or titles,
25 including, but not limited to, "notary public," "notary," "licensed," "attorney," or
26 "lawyer," that imply that the person is an attorney, in any document, including an
27 advertisement, stationery, letterhead, business card, or other comparable written
28 material describing the immigration consultant. As provided in this subdivision,

1 the literal translation of the phrase “notary public” into Spanish as “notario
2 publico” or “notario,” is expressly prohibited.

3 (b) For purposes of this section, “literal translation of” or “to literally translate” a
4 word, title, or phrase from one language means the translation of a word, title, or
5 phrase without regard to the true meaning of the word or phrase in the language
6 that is being translated.

7 (c) An immigration consultant may not make or authorize the making of any verbal
8 or written references to his or her compliance with the bonding requirements of
9 Section 22443.1 except as provided in this chapter.

10 (d) A violation of subdivision (a) or (c) by an immigration consultant shall
11 constitute a violation of subdivision (a) of Section 6126.

12 (e) (1) In addition to the remedies and penalties prescribed in this chapter, a person
13 who violates this section shall be subject to a civil penalty not to exceed one
14 thousand dollars (\$1,000) per day for each violation, to be assessed and collected
15 in a civil action brought by any person injured by the violation or in a civil action
16 brought in the name of the people of the State of California by the Attorney
17 General, a district attorney, or a city attorney.

18 (2) In assessing the amount of the civil penalty, the court may consider relevant
19 circumstances presented by the parties to the case, including, but not limited to, the
20 following:

21 (A) The nature and severity of the misconduct.

22 (B) The number of violations.

23 (C) The length of time over which the misconduct occurred, and the persistence of
24 the misconduct.

25 (D) The willfulness of the misconduct.

26 (E) The defendant’s assets, liabilities, and net worth.

27 (3) If the Attorney General brings the action, one-half of the civil penalty collected
28 shall be paid to the treasurer of the county in which the judgment was entered, and

one-half to the General Fund. If a district attorney brings the action, the civil penalty collected shall be paid to the treasurer of the county in which the judgment was entered. If a city attorney brings the action, one-half of the civil penalty collected shall be paid to the treasurer of the city in which the judgment was entered, and one-half to the treasurer of the county in which the judgment was entered.

(4) The court shall grant a prevailing plaintiff reasonable attorneys' fees and costs.

11. Business & Professions Code section 22444 states as follows:

It is unlawful for any person engaged in the business or acting in the capacity of an immigration consultant to do any of the following acts:

(a) Make false or misleading statements to a client while providing services to that client.

(b) Make any guarantee or promise to a client, unless the guarantee or promise is in writing and the immigration consultant has some basis in fact for making the guarantee or promise.

(c) Make any statement that the immigration consultant can or will obtain special favors from or has special influence with the United States Citizenship and Immigration Services, or any other governmental agency, employee, or official, that may have a bearing on a client's immigration matter.

(d) Charge a client a fee for referral of the client to another for services which the immigration consultant cannot or will not provide to the client. A sign setting forth this prohibition shall be conspicuously displayed in the immigration consultant's office.

12. Likewise on January 4, 2018, Plaintiff propounded the Requests for Production of Documents, Set One. These requests sought that Defendant produce

1 copies of his contracts, receipts and the documents he prepared for his customers in
2 order to, inter alia, identify with particularity each injured customer of the
3 Defendant.

4 13. Defendant never responded to the discovery.

5 14. On July 10, 2018, after a hearing, the Court presiding over the State Court
6 Action, the Hon. William F. Highberger, Dept. 10 of the Los Angeles Superior
7 Court (the “State Court”), issued an order deeming the entirety of the Request for
8 Admissions, Set One admitted by Defendant. That order and those admissions are
9 entitled to collateral estoppel effect in this action. In other words, Defendant is
10 collaterally estopped from denying that he violated the various provisions of the
11 ICA as set forth in the Request for Admissions, Set One that were judicially
12 deemed admitted. Defendant was additionally ordered to comply with the Request
13 for Production of Documents, Set One and produce all of the injured customers’
14 information.

15 15. Defendant never complied with the Court’s discovery order requiring
16 Defendant to produce, inter alia, the injured customers’ information, as well as
17 subsequent orders to comply with the discovery.

18 16. Thereafter, on April 9, 2021, after the State Court made a finding that
19 Defendant engaged in repeated willful and malicious refusal to comply with the
20 Court’s discovery orders in the State Court Action, a motion for terminating
21 sanctions was granted. Specifically, the Court found that Defendant: engaged in a
22 history of willful abuse of discovery orders which persisted despite multiple
23 warnings from the State Court, with the goal of preventing discovery that
24 encompasses all of the issues in the case, with the intent of causing injury to
25 Plaintiff in fully prosecuting the matter. Defendant is collaterally estopped from
26 disputing these findings of willful and malicious injury on the Plaintiff, by the
27 State Court. Based on these findings, Defendant’s answer was thus stricken and he
28 was defaulted. By defaulting, Defendant was deemed to have admitted all of the

1 allegations of the Complaint. As with the order deeming the admissions admitted,
2 this order deeming the allegations of the Complaint admitted by Defendant is
3 entitled to collateral estoppel effect in this action. In other words, Defendant is
4 collaterally estopped from denying the truth of the allegations of the Complaint in
5 this action.

6 17. Following the above order, judgment was entered.

7 18. On September 14, 2021, pursuant to the Plaintiff's judgment request and the
8 State Court's prior orders, a judgment was entered against Defendant in the State
9 Court Action, awarding the more severe alternative injunctive relief sought by
10 Plaintiff, which was a permanent injunction against Defendant engaging in the
11 business of an immigration consultant. The judgment was based on, inter alia, the
12 admissions, and all of the allegations of the Complaint, including, inter alia,
13 Defendant's willful conduct in obtaining money under false pretenses from
14 customers to engage in the unauthorized practice of law. A true and correct copy of
15 the judgment is attached hereto as **Exhibit 2** and is incorporated by reference
16 herein. In addition to monetary sanctions in the amount of \$4,075 previously
17 awarded, the default judgment additionally awarded Plaintiff attorney's fees in the
18 amount of \$18,000 and costs in the amount of \$2,332. Defendant has not paid the
19 sanctions or the judgment, and later, further attorney's fees and costs on the
20 judgment were awarded in the amount of \$13,284.70 after Plaintiff prevailed on
21 appeal (as well as additional recoverable sums incurred in other postjudgment
22 proceedings as may be applicable, here) (collectively, the "Debt").

23 19. On October 17, 2025, Defendant filed a (repeat) voluntary petition for relief
24 under Chapter 7 of Title 11 of the United States Code (the "Petition"), thereby
25 initiating bankruptcy case number 1:25-bk-11943-VK, in the U.S. Bankruptcy
26 Court for the Central District of California, San Fernando Valley Division.

27 ///

28 ///

FIRST CAUSE OF ACTION

(For a Determination That Defendant's Debts Are Not Dischargeable Pursuant to
11 U.S.C.
§ 523)

COUNT ONE

Nondischargeability under 11 U.S.C. § 523(a)(2)(A)

20. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 19 above, as though set forth fully herein.

21. “[T]o be nondischargeable, the debt need not be owed, either in whole or part, to a victim of the fraud, or represent compensation to such a victim.” *In re MyLife.com Inc.*, 651 B.R. 30, 35 (C.D. Cal. 2023); see *Cohen v. de la Cruz*, 523 U.S. 213, 215 (“We hold that § 523(a)(2)(A) prevents the discharge of *all* liability arising from fraud.”) [emphasis in original]; see also *id.* at 218 (§523(a)(2)(A) bars “discharge of debts ‘resulting from’ or ‘traceable to’ fraud.”) [emphasis in original] and at 219-220 (interpreting “debt for” in the context of other nondischargeability provisions, including § 523(a)(4), (a)(6)); see also e.g. *Hatfield v. Thompson*, 555 B.R. 1, 12 (B.A.P. 10th Cir. 2016) (“[T]here is no requirement that the debt be for something the debtor obtains from the creditor.”).

22. The ICA is primarily designed to combat fraudulent conduct directed to highly vulnerable consumers by nonattorney immigration legal service providers like the Defendant. *Mendoza v. Ruesga* (2008) 169 Cal. App. 4th 270, 281 (“Immigrants are particularly vulnerable to fraud because of a combination of their tenuous status in this country and their lack of knowledge about their legal rights. Their desire to normalize their status makes many immigration more willing to try anything promised to them by seemingly trustworthy and knowledgeable individuals.”); see also e.g. Bus. & Prof. Code § 22444(a) (it is a violation of the ICA for an immigration consultant to make false or misleading statements to a customer).

23. As explained below, although the Debt in this matter is not owed to any of his victims, the Debt in this matter is a liability (in effect, a penalty intended as deterrence) that results from the Plaintiff prevailing in the State Court Action and based on the State Court's findings of (admitted) fraud and other willful misconduct of the Defendant as to his customer-victims.

24. The Debt is an award that results from and/or is traceable from Defendant's violations of the ICA, which violative conduct includes obtaining compensation via false pretenses from his victim-customers, false representations to his victim-customers, and/or actual fraud on his victim-customers, which fraudulently obtained payments also amount to theft from his customer-victims. *See generally* Ex. 1. In other words, Plaintiff would not have been awarded money against Defendant without prevailing in the State Court Action, which State Court Action established that Defendant (admittedly) engaged in various forms of egregious and unlawful fraud on his consumers.

25. More specifically, as set forth above at Paragraphs 5-19, Defendant was found to have admitted to, and did in fact engage in the conduct of, obtaining money from his customers under false pretenses, false representation and actual fraud in that Defendant knowingly misrepresented that, inter alia, he was an immigration expert authorized to provide immigration legal services to immigrants for more than a nominal fee.

26. Further, Defendant admitted that he, with the intent to mislead his customers, literally translated certain words in advertisements as proscribed by Business & Professions Code section 22442.3. Bus. & Prof. Code § 22442.3(a). Defendant further admitted that he violated Business & Professions Code section 6126(a), i.e. that he falsely held himself out to his customers as practicing and/or authorized to practice law. *Id.* (d).

27. Further, Defendant admitted that he made false and misleading statements while providing services to his customers for compensation. Bus. & Prof. Code §

22444(a). Defendant admitted that he made guarantees or promises to clients that had no basis in fact, i.e. promissory fraud. Bus. & Prof. Code § 22444(b).

Defendant admitted that he knowingly made false statements that he can or will obtain special favors from his special influence with the United States Citizenship and Immigration Services, that may have a bearing on a client's immigration matter. Bus. & Prof. Code § 22444(c).

28. Defendant's fraudulent enterprise generated hundreds of thousands in revenue from customer payments from 2015 to the present. Each of those customers necessarily relied on Defendant's fraudulent representations because if they knew that Defendant was not authorized to provide the services he provided, they would not have paid Defendant for those services.

29. Therefore, and based on all of the foregoing and additional evidence that may be presented at trial, Plaintiff alleges that the Debt is nondischargeable under 11 U.S.C. § 523(a)(2)(A).

COUNT TWO

Nondischargeability under 11 U.S.C. § 523(a)(4)

30. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 29 above, as though set forth fully herein.

31. In *People v. Salcido*, the California Court of Appeal upheld a conviction for six counts of grand theft and two counts of petty theft, which convictions were based on the fact that each time Defendant took money from a client in exchange for providing immigration services, Defendant was committing theft by false pretenses, because Defendant was not legally qualified to provide those services. *People v. Salcido* (2019) 42 Cal. App. 5th 529, 533.

32. Because the conduct of taking money to provide immigration services that the Defendant was not lawfully permitted to provide constitutes "theft" from Defendant's customer-victims, the Debt is nondischargeable as larceny or embezzlement under 11 U.S.C. § 523(a)(4).

COUNT THREE

Nondischargeability under 11 U.S.C. § 523(a)(6)

33. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 32 above, as though set forth fully herein.

34. Likewise, as set forth above, the Debt arises from Defendant's willful and malicious injury to his customers in willfully and maliciously engaging in the unauthorized practice of law to obtain money under false pretenses from his customers.

35. Further, the Debt is an award that results from and/or is traceable from Defendant's willful and malicious refusal to comply with discovery orders, which constituted a direct injury on the Plaintiff that resulted in the imposition of the terminating sanctions and judgment from which the Debt arises. In other words, Defendant's conduct in willfully and maliciously disobeying the Court's orders caused Plaintiff injury in the form of the accrual of attorney's fees and costs, which were subsequently awarded to Plaintiff as part of the judgment against Defendant as compensation for Defendant's willful and malicious conduct in that regard.

36. Therefore, Plaintiff alleges that the Debt is additionally nondischargeable under 11 U.S.C. § 523(a)(6).

37. As to all counts or in the alternative as to each, Plaintiff respectfully requests that a judgment be entered determining that the Debt is nondischargeable and awarding the nondischargeable sum of \$37,691.70, plus postjudgment interest at ten percent per annum and attorney's fees and costs, in favor of Plaintiff against the Defendant, estimated to exceed \$80,000. See e.g. *In re Dinan*, 448 B.R. 775, 785 (B.A.P. 9th Cir. 2011).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment against the Defendant:

///

1. Determining that the Debt is nondischargeable in the amount of at least \$80,000, plus additional postjudgment interest at ten percent per annum and attorney's fees and costs, in favor of Plaintiff against the Defendant.
2. For attorney's fees and costs of suit herein incurred; and
3. For such other and further relief as this Court deems just and proper.

Dated May 14, 2026

Respectfully Submitted
MEDVEI LAW GROUP, APC

By: /s/ Sebastian M. Medvei
Sebastian M. Medvei
Attorney for Plaintiff

EXHIBIT 1

ORIGINAL

Sebastian M. Medvei (SBN 285604)
MEDVEI LAW GROUP, APC
3055 Wilshire Blvd, Ste 900
Los Angeles, CA 90010
Telephone: (213) 984-4013
Facsimile: (213) 386-9074
Email: smedvei@medveilaw.com

Attorney for Plaintiff IMMIGRANT RIGHTS
DEFENSE COUNCIL, LLC

FILED
Superior Court of California
County of Los Angeles

OCT 10 2017

Sherri R. Carter, Executive Officer/Clerk
By M. Soto, Deputy
Moses Soto

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

IMMIGRANT RIGHTS DEFENSE
COUNCIL, LLC, a California Limited
Liability Company,

Plaintiff,

vs.

CHANDAR DEV PANDEY, an individual;
DOES 1 THROUGH 100, inclusive,

Defendants.

Case No.: **BC 679364**

**COMPLAINT FOR INJUNCTIVE
RELIEF:**

1. Violation of the Immigration Consultant Act

Plaintiff alleges as follows:

PARTIES

1. Plaintiff IMMIGRANT RIGHTS DEFENSE COUNCIL, LLC ("Plaintiff") is a limited liability company duly organized under the laws of the State of California. Plaintiff is a non-governmental organization (NGO) bringing actions on behalf of the people of the State of California under the Immigration Consultants Act (ICA) to shut down illegally operated immigration consultant businesses in the State of California.

Complaint for Injunctive Relief

RECEIPT # : CCH524080026
DATE PAID: 10/12/17 09:10 AM
PAYMENT: \$435.00
310
CHECK: \$0.00
CASH: \$0.00
CHARGE: \$0.00
CARD: \$435.00
CIT/CASE: BC679364
LEA/DEF#:

D-SI RAPHAEL

10612/2017

1 2. Plaintiff is informed and believes, and thereon alleges, that Defendant
2 CHANDAR DEV PANDEY ("Defendant Mr. Pandey") is an individual residing in Los Angeles
3 County.

4 3. Plaintiff is unaware of the true names and capacities of defendants sued herein as
5 DOES 1 THROUGH 100, inclusive, and therefore sue these defendants by such fictitious names
6 pursuant to Code of Civil Procedure 474. Plaintiff will amend the complaint to show the true
7 names and capacities of such DOES when they have been ascertained. Plaintiff is informed and
8 believes, and thereon alleges, that each of the fictitiously named defendants is responsible in
9 some manner for the actions and occurrences herein alleged, and that plaintiffs' damages as
10 herein alleged were proximately caused by their acts.

11 4. Plaintiff is informed and believes, and thereon alleges, that Defendants Mr.
12 Pandey and DOES 1 THROUGH 100 (hereinafter collectively referred to as "Defendants"), each
13 acted in concert with, and was the agent, employee, contractor, partner, principal, servant, and/or
14 representative of, each of the other Defendants, and in doing the acts hereinafter alleged was
15 acting in concert and within the course and scope of its authority as an agent, servant, officer,
16 employee and/or representative, with the permission and consent of the other Defendants.
17 Plaintiff is informed and believes, and thereon also alleges, that Defendants are each liable for
18 the acts of each of the other Defendants insofar as any one of the Defendants is the principal
19 and/or agent, employee, contractor, partner, servant, and/or representative of the other
20 Defendants.

21 5. Plaintiff is informed and believes, and thereon alleges, that Defendants each
22 ratified and/or authorized the acts of each of the other Defendants insofar as any one of the
23 Defendants is the principal and/or agent, employee, contractor, partner, servant, and/or
24 representative of the other Defendants.

25 6. Plaintiff is informed and believes, and thereon alleges, that Defendants have
26 engaged in a conspiracy, common enterprise, and common course of conduct, the purpose of
27 which is and was to engage in the violations of law alleged in this Complaint. This conspiracy,
28 common enterprise, and common course of conduct continues to the present.

GENERAL ALLEGATIONS

7. Defendants are in the business of acting as immigration consultants.

8. The Immigration Consultant Act (ICA), beginning at Business and Professions Code Section 22440, et seq., regulates the conduct of persons engaging in the business of an immigration consultant.

9. Specifically, the ICA, without limitation, requires the following:

a. That all immigration consultants practice in conformity with the ICA. Bus. & Prof. Code § 22440.

b. That immigration consultants only engage in completing immigration forms, without advising a person as to their answers on those forms. Bus. & Prof Code § 22441(a)(1).

c. That immigration consultants only engage in translating a person's answers to questions posed on immigration forms. Bus. & Prof Code § 22441(a)(2).

d. That immigration consultants only engage in securing for a person supporting documents, such as birth certificates, which may be necessary to complete immigration forms. Bus. & Prof Code § 22441(a)(3).

e. That immigration consultants only engage in submitting completed forms on a person's behalf and at their request to the United States Citizenship and Immigration Services. Bus. & Prof Code § 22441(a)(4).

f. That immigration consultants only engage in making referrals to persons who could undertake legal representation activities for a person in an immigration matter. Bus. & Prof Code § 22441(a)(5).

g. That doing anything outside of the tasks provided by Business and Professions Code Sections 22441(a)(1)-(5) is a violation of the ICA. Bus. & Prof Code § 22441(d).

h. That all immigration consultants pass a background check conducted by the Secretary of State. Bus. & Prof Code § 22441.1(a).

i. That all immigration consultants provide a written, itemized contract, the contents of which shall be prescribed by the Department of Consumer Affairs in regulations, Bus. & Prof

1 Code § 22442(a), setting forth each individual task to be performed, in English and the client's
2 native language. Bus. & Prof Code § 22442.

3 j. That all immigrations consultants shall provide a typed or computer generated,
4 signed receipt to a client for each payment made by that client, Bus. & Prof Code § 22442.1(a),
5 and render an accounting for the services rendered and payments made to the client every two
6 months with a written translation in the client's native language. Bus. & Prof Code § 22442.1(b).

7 k. That all immigration consultants shall conspicuously display in their office a
8 notice in English and the native language of the consultant's clientele, setting forth various
9 information, including bonding information and a statement that the immigration consultant is
10 not an attorney. Bus. & Prof Code § 22442.2(a).

11 l. That all immigration consultants shall provide, prior to providing services to a
12 client, a written disclosure in the native language of the client, setting forth various information,
13 including bonding information and the consultant's agent for service of process. Bus. & Prof
14 Code § 22442.2(b).

15 m. That all advertisements of the immigration consultant include a clear and
16 conspicuous statement that the immigration consultant is not an attorney. Bus. & Prof Code §
17 22442.2(c).

18 n. That an immigration consultant shall not translate from English into another
19 language any words or titles that might imply that the consultant is an attorney, including,
20 without limitation, the words "notary," "licensed," and "attorney." Bus. & Prof Code §
21 22442.3(a).

22 o. That an immigration consultant submit to the Department of Justice fingerprint
23 images and related information for purposes of a criminal background check. Bus. & Prof Code
24 § 22442.4(a).

25 p. That an immigration consultant who provides immigration reform act services
26 establish and deposit any funds received from a client into a client trust account. Bus. & Prof
27 Code § 22442.5(a).

1 q. That an immigration consultant may not demand or accept advance payment from
2 persons related to certain immigration reform act services or in connection with certain other
3 services as set forth in the ICA. Bus. & Prof Code § 22442.6.

4 r. That an immigration consultant provide copies of all documents prepared, and
5 maintain copies of documents prepared for not less than three years. Bus. & Prof Code § 22443.

6 s. That an immigration consultant maintain a bond of \$100,000 executed by a
7 corporate surety admitted to do business in California. Bus. & Prof Code § 22443.1.

8 t. That an immigration consultant may not advertise themselves as a consultant
9 without maintaining the above-mentioned bond. Bus. & Prof Code § 22443.3.

10 u. That an immigration consultant may not make false or misleading statements to a
11 client while providing services to the client. Bus. & Prof Code § 22444(a).

12 v. That an immigration consultant may not make any guarantee or promise to a
13 client, unless it is in writing and supported by some basis in fact. Bus. & Prof Code § 22444(b).

14 w. That an immigration consultant may not make any statement that the consultant
15 can obtain special favors from government employees. Bus. & Prof Code § 22444(c).

16 x. That an immigration consultant may not charge a client a fee for referral of the
17 client to another for services which the immigration consultant cannot or will not provide to the
18 client. Bus. & Prof Code § 22444(d).

19 10. Any party, who upon information and belief, believes that a person or entity has
20 violated the ICA may bring an action for injunctive relief on behalf of the general public. Bus. &
21 Prof Code § 22446.5(b).

22 **FIRST CAUSE OF ACTION**

23 **Plaintiff against all Defendants for Violation of the Immigration Consultant Act**

24 (California Business and Professions Code section 22440 et seq.)

25 11. Plaintiff incorporate by reference the allegations of paragraphs 1 through 10
26 above, as if fully set forth herein.

27 12. Defendants are engaged in the business of an immigration consultant.
28

1 13. On information and belief, Defendants have violated each and every provision of
2 the ICA set forth above in this Complaint, through conduct, including, but not limited, to:

- 3 a. Not practicing in conformity with the ICA.
- 4 b. Advising clients how to answer on immigration forms.
- 5 c. Holding out as an attorney to the public.
- 6 d. Providing legal advice.
- 7 e. Failing to submit a background check to the Secretary of State.
- 8 f. Failing to provide a written contract meeting the requirements of the ICA.
- 9 g. Failing to provide receipts and accountings in conformity with the ICA.
- 10 h. Failing to conspicuously display the notices required under the ICA.
- 11 i. Failing to provide the written disclosures required under the ICA.
- 12 j. Failing to conspicuously state in advertisements that Defendants are not attorneys.
- 13 k. Translating from English to another language the words proscribed by the ICA,
14 including, without limitation, the words "notary," "licensed," and "attorney."
- 15 l. Failing to submit to the Department of Justice fingerprint images for the purposes
16 of a background check.
- 17 m. Failing to maintain a client trust account as required under the ICA.
- 18 n. Demanding advance payment for certain services as proscribed by the ICA.
- 19 o. Failing to maintain a bond of \$100,000.
- 20 p. Advertising as an immigration consultant without maintaining the above-
21 mentioned bond.
- 22 q. Making false and misleading statements to a client while providing services to the
23 client.
- 24 r. Making oral guarantees and promises to a client, and/or written guarantees and
25 promises not based in any supportable fact.
- 26 s. Making a statement that Defendants can secure special favors from government
27 officials for clients.
- 28 t. Charging a fee for referrals.

10/12/2017

1 14. As such, Plaintiff seeks a judgment permanently enjoining Defendants from
2 violating the above-listed provisions of the ICA, and, from engaging in the business of an
3 immigration consultant.

4 15. Pursuant to section 22446.5(a) of the Business and Professions Coode, Plaintiff is
5 entitled to recover its reasonable attorneys' fees and costs in bringing this action.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 8 (1) Injunctive relief;
9 (2) For reasonable attorneys' fees;
10 (3) For costs of suit incurred herein; and,
11 (4) For such other relief the Court deems just and proper.

12
13 Dated September 8, 2017

Respectfully Submitted,

14 **MEDVEI LAW GROUP, APC**

15
16
17 By: _____



18 Sebastian M. Medvei

19 Attorney for Plaintiff
20
21
22
23
24
25
26
27
28

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Sebastian M. Medvei (SBN 285604) Medvei Law Group, APC 3055 Wilshire Blvd, Ste 900 Los Angeles, CA 90010 TELEPHONE NO.: 213-984-4013 FAX NO.: 213-386-9074 ATTORNEY FOR (Name): Immigrant Rights Defense Council, LLC		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles OCT 10 2017 Sherri R. Carter, Executive Officer/Clerk By <u>M. Soto</u> , Deputy Moses Soto
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: Same CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central District		
CASE NAME: Immigrant Rights Defense Council, LLC v. Pandey, et al.		CASE NUMBER: BC 679364 JUDGE: DEPT:
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)	Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☒ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☐ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. ☐ Large number of separately represented parties | d. ☐ Large number of witnesses |
| b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. ☐ Substantial amount of documentary evidence | f. ☐ Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☐ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 1
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 09/08/2017
Sebastian M. Medvei

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

ORIGINAL

SHORT TITLE: Immigrant Rights Defense Council, LLC v. Pandey, et al.	CASE NUMBER: BC 679364
--	-------------------------------

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL 1 HOURS/DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.3.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|---|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides. | 6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office
11. Mandatory Filing Location (Hub Case) |
|---|---|

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	☐ A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	☐ A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	☐ A6070 Asbestos Property Damage ☐ A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	☐ A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	☐ A7210 Medical Malpractice - Physicians & Surgeons ☐ A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	☐ A7250 Premises Liability (e.g., slip and fall) ☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) ☐ A7270 Intentional Infliction of Emotional Distress ☐ A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

SHORT TITLE: Immigrant Rights Defense Council, LLC v. Pandey, et al.	CASE NUMBER
--	-------------

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	☐ A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	☐ A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	☐ A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	☐ A6017 Legal Malpractice ☐ A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	☒ A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	☐ A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	☐ A6024 Other Employment Complaint Case ☐ A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) ☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) ☐ A6019 Negligent Breach of Contract/Warranty (no fraud) ☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff ☐ A6012 Other Promissory Note/Collections Case ☐ A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	2., 5., 6, 11 2., 5, 11 5, 6, 11
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	☐ A6009 Contractual Fraud ☐ A6031 Tortious Interference ☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels_____	2.
	Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2., 6.
Real Property	Other Real Property (26)	☐ A6018 Mortgage Foreclosure ☐ A6032 Quiet Title ☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer	Unlawful Detainer-Post-Foreclosure (34)	☐ A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Immigrant Rights Defense Council, LLC v. Pandey, et al.	CASE NUMBER
--	-------------

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above	
Judicial Review	Asset Forfeiture (05)	☐ A6108 Asset Forfeiture Case	2., 6.	
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.	
	Writ of Mandate (02)	☐ A6151 Writ - Administrative Mandamus ☐ A6152 Writ - Mandamus on Limited Court Case Matter ☐ A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.	
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2., 8.	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1., 2., 8.	
	Construction Defect (10)	☐ A6007 Construction Defect	1., 2., 3.	
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1., 2., 8.	
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1., 2., 8.	
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1., 2., 3., 8.	
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.	
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment ☐ A6160 Abstract of Judgment ☐ A6107 Confession of Judgment (non-domestic relations) ☐ A6140 Administrative Agency Award (not unpaid taxes) ☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax ☐ A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.	
	RICO (27)	☐ A6033 Racketeering (RICO) Case	1., 2., 8.	
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only ☐ A6040 Injunctive Relief Only (not domestic/harassment) ☐ A6011 Other Commercial Complaint Case (non-tort/non-complex) ☐ A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.	
	Partnership Corporation Governance (21)	☐ A6113 Partnership and Corporate Governance Case	2., 8.	
	Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment ☐ A6123 Workplace Harassment ☐ A6124 Elder/Dependent Adult Abuse Case ☐ A6190 Election Contest ☐ A6110 Petition for Change of Name ☐ A6170 Petition for Relief from Late Claim Law ☐ A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: Immigrant Rights Defense Council, LLC v. Pandey, et al.	CASE NUMBER
---	-------------

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. ☐ 1. ☒ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☐ 11.	ADDRESS: 111 North Hill Street	
CITY: Los Angeles	STATE: CA	ZIP CODE: 90012

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.3, subd.(a).

Dated: 09/08/2017


(SIGNATURE OF ATTORNEY/FILING PARTY)

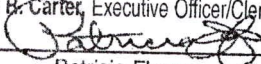
PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/15).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

EXHIBIT 2

FILED
Superior Court of California
County of Los Angeles

SEP 14 2021

Sherri B. Carter, Executive Officer/Clerk of Court
By  Deputy
Patricia Flores

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

IMMIGRANT RIGHTS DEFENSE

COUNCIL, LLC,

Plaintiff,

vs.

CHANDAR DEV PANDEY, *et al.*,

Defendants.

Case No.: BC679364

[Filed: 10/10/2017]

[Assgnd: Hon. William F. Highberger]

[Dept: SS10]

~~[PROPOSED]~~ JUDGMENT

Plaintiff IMMIGRANT RIGHTS DEFENSE COUNCIL, LLC ("Plaintiff"), has commenced this action again Defendant CHANDAR DEV PANDEY ("Defendant"), alleging violations of the Immigration Consultants Act (ICA) (Business and Professions Code Section 22440 et seq.). On April 1, 2021, the Court issued an order granting terminating sanctions against both Defendants.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. Defendant is permanently enjoined from engaging in the business of an immigration consultant, as that business is defined by the Immigration Consultants Act (the "ICA"), which is codified at Business and Professions Code Sections 22440, *et seq.*

2. Plaintiff IMMIGRANT RIGHTS DEFENSE COUNCIL, LLC, is awarded reasonable
statutory attorneys' fees in the amount of 18,000.00, and costs of \$ 2,332.00, for a
total of \$ 20,332.00

IT IS SO ORDERED.

Dated:

9/14/2021



Judge of the Superior Court
WILLIAM F. HIGHBERGER

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
3857 Birch Street, #56, Newport Beach, CA 92660

A true and correct copy of the foregoing document entitled (*specify*):
Second Amended Adversary Complaint for Determination that Certain Debts are Excepted from Discharge Pursuan to
11 U.S.C. 523

will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 12/23/2025, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Rosendon Gonzalez - rossgonzalez@gonzalezplc.com, Zachary I. Gonzalez - zig@gonzalezplc.com,

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (*date*) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

05/14/2026 Sebastian M. Medvei /s/ Sebastian M. Medvei
Date Printed Name Signature