

United States Department of Justice
Office of the United States Trustee
1100 Commerce St. Room 976
Dallas, Texas 75242
(214) 767-1079

Meredyth A. Kippes
for the United States Trustee
meredyth.kippes@usdoj.gov

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	
	§	Case No. 25-33487-MVL-7
Tricolor Holdings, LLC, et al.	§	
	§	CHAPTER 7
	§	
Debtors.	§	Jointly Administered.
	§	

Witness and Exhibit List in Connection with United States Trustee’s Response to Order for Beyond Attorneys, LLC, Francisco Aguirre and Lluvia Medina Beltran to Appear before the Court on April 1, 2026 at 9:30 a.m. and Show Cause Why They Should not be Sanctioned for the Unauthorized Practice of Law
[Dkt. No. 937]

**To the Honorable Michelle V. Larson,
United States Bankruptcy Judge:**

The United States Trustee files this Witness and Exhibit List in connection with the United States Trustee’s Response to Order for Beyond Attorneys, LLC, Francisco Aguirre and Lluvia Medina Beltran to Appear before the Court on April 1, 2026 at 9:30 a.m. and Show Cause Why They Should not be Sanctioned for the Unauthorized Practice of Law (Docket No. 902).

Witnesses

1. Francisco Aguirre;
2. Lluvia Medina Beltran; and



3. Any witness identified by or called by any other party.

Exhibit	Description
	State Bar of Arizona
UST-A	Complaint, <i>State Bar of Arizona v. Francisco Xavier Aguirre and Beyond Attorneys, LLC</i> , Case No. CV2025-008737, Superior Court of Arizona, Maricopa County (the “2025 Arizona State Bar Action”), filing date 3/10/2025
UST-B	First Amended Complaint, 2025 Arizona State Bar Action, filing date 6/3/2025
UST-C	Verified Answer of Francisco X. Aguirre and Cross-Complaint, 2025 Arizona State Bar Action, filing date 7/2/2025
UST-D	State Bar of Arizona’s Motion to Dismiss Francisco X. Aguirre’s Counterclaims, 2025 Arizona State Bar Action, dated 7/22/2025
UST-E	Opposition to State Bar’s Motion to Dismiss Counterclaims for Ultra-Vires, Retaliatory Misuse of Rule 31, 2025 Arizona State Bar Action, filing date 8/4/2025
UST-F	Minute Entry, 2025 Arizona State Bar Action, filing date 9/2/2025
UST-G	Consent Agreement, Tender of Conditional Admissions, and Joint Memorandum in Support of Consent Agreement, 2025 Arizona State Bar Action, filing date 12/11/2025
UST-H	Judgment and Order, Arizona State Bar Action, filing date 12/16/2025
UST-I	Judgment of Default and Cease and Desist Order, <i>State Bar of Arizona v. Francisco Xavier Aguirre</i> , Case No. CV2017-013626, Superior Court of Arizona, Maricopa County (the “2017 Arizona State Bar Action”), filing date 6/6/2018
	Beyond Attorneys, LLC Documents
UST-J	Arizona Secretary of State, Entity Search for Beyond Attorneys, https://azsos.gov , last visited 3/25/2026

UST-K	Statutory Agent Resignation, Arizona Corporation Commission, Filed 12/8/2025
UST-L	Articles of Termination, Limited Liability Company, Arizona Corporation Commission, Filed 1/5/2026
Criminal Matters	
UST-M	<i>State of Arizona, v. Francisco Aguirre</i> , Case No. S-0700-CR-2017001272, Maricopa Superior Court, Public Access Court Information Docket, https://apps.azcourts.gov/publicaccess/print.aspx , last visited 3/23/2026
UST-N	Results of Inmate Data Search, Arizona Department of Corrections, Rehabilitation & Reentry, https://corrections.az.gov/inmate-data-search , last visited 3/25/2026

The United States Trustee reserves the right to use testimony and documents offered into evidence by other parties. The United States Trustee reserves the right to amend and/or supplement this witness and exhibit list. The United States Trustee reserves the right to offer documents designated by other parties and to call witnesses identified by other parties. The United States Trustee also reserves the right to offer into evidence such additional testimony and documents as may be appropriate for rebuttal or impeachment purposes.

Dated: March 27, 2026

Respectfully submitted,

LISA L. LAMBERT
UNITED STATES TRUSTEE

/s/ Meredyth A. Kippes
Meredyth A. Kippes
Texas State Bar No. 24007882
Office of the United States Trustee
1100 Commerce Street, Room 976
Dallas, Texas 75242
(214) 767-8967
meredyth.kippes@usdoj.gov

CERTIFICATE OF SERVICE

I certify that on March 27, 2026, copies of the foregoing, including the exhibits attached thereto, were served via ECF to parties receiving ECF notice and via First Class United States Mail to the parties listed below.

/s/ Meredyth A. Kippes
Meredyth A. Kippes

Beyond Attorneys, LLC
5635 N. Scottsdale Rd., Ste. 170J
Scottsdale, AZ 85250

Mr. Franciso X. Aguirre
7014 E. Camelback Rd., Ste. B100A
Scottsdale, AZ 85251

Ms. Lluvia Medina Beltran
9825 N. 41st Ave.
Phoenix, AZ 85051

ASPC Stafford, Graham Unit
896 South Cook Road
FRANCISCO AGUIRRE 228647
Safford, AZ 85546

Clerk of the Superior Court
*** Electronically Filed ***
A. Mariscal, Deputy
3/10/2025 3:43:17 PM
Filing ID 19471726

James D. Lee, Bar No. 011586
Senior Bar Counsel/Unauthorized
Practice of Law Counsel
State Bar of Arizona
4201 North 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Telephone: (602) 340-7250
LRO@staff.azbar.org
Attorney for Plaintiff

**IN THE SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY**

STATE BAR OF ARIZONA,

Plaintiff,

v.

**FRANCISCO XAVIER
AGUIRRE and BEYOND
ATTORNEYS, LLC,**

Respondents.

Case No. CV2025-008737

COMPLAINT

(Unauthorized Practice of Law,
Rules 75-80, Ariz. R. Sup. Ct.)

[State Bar Nos. 24-1676, 24-1994,
24-2231 and 24-2360]

Complaint is made against Respondents as follows:

JURISDICTION AND STANDING

1. Plaintiff State Bar of Arizona (“State Bar”), an Arizona non-profit corporation, has standing to bring this proceeding for the unauthorized practice of law pursuant to Rule 77(b)(5), Ariz. R. Sup. Ct.¹

¹ “Acting under the authority of the board [of governors of the State Bar of Arizona], and under the direction and by appointment of the executive director [of

1 2. Superior courts in Arizona have jurisdiction over unauthorized practice
2 of law proceedings² that are initiated pursuant to Rules 78(a)³ and 79(a),⁴ Ariz. R.
3 Sup. Ct.

4 3. Upon information and belief, Respondent Francisco Xavier Aguirre
5 (“Respondent Aguirre”) is a resident of Maricopa County, Arizona.

6 4. At all times relevant, Respondent Beyond Attorneys, LLC, was registered
7 as a business entity/limited liability company with the Arizona Corporation
8 Commission.

9 5. Respondent Beyond Attorneys, LLC’s articles of organization identified
10 Respondent Aguirre as applicant, organizer, principal and statutory agent, and its
11

12
13 _____
14 the State Bar of Arizona], unauthorized practice of law counsel shall have the
15 following powers and duties: . . .; 5. represent the state bar in and prosecute
unauthorized practice of law proceedings before the superior court, the court of
appeals, and [the supreme] court, and prosecute contempt proceedings in the
appropriate forum; . . .”

16 ² “‘Unauthorized practice of law proceeding’ means any action involving a
17 respondent pursuant to the rules related to the unauthorized practice of law.” Rule
75(b)(16), Ariz. R. Sup. Ct.

18 ³ “An unauthorized practice of law proceeding shall be disposed of by dismissal or
19 by the filing of a consent agreement or complaint in the superior court seeking
imposition of one or more sanctions as provided in these rules.”

20 ⁴ “Formal unauthorized practice of law proceedings shall be instituted by
unauthorized practice of law counsel filing a consent agreement or a complaint with
the clerk of the superior court.”

1 physical and mailing addresses as located in Scottsdale, Maricopa County,
2 Arizona.

3 6. At all times relevant, Respondent Beyond Attorneys, LLC was a business
4 entity owned and operated by Respondent Aguirre.

5 7. At all times relevant, Respondent Beyond Attorneys, LLC conducted
6 business in Maricopa County, Arizona.

7 8. Upon information and belief, all of the acts and conduct alleged herein,
8 including the unauthorized practice of law, occurred in Maricopa County, Arizona.

9 9. Based on the foregoing, the Maricopa County Superior Court has subject
10 matter jurisdiction over this unauthorized practice of law proceeding and specific
11 personal jurisdiction over Respondents Francisco Xavier Aguirre and Beyond
12 Attorneys, LLC.

13 10. Based upon the foregoing, venue is proper in Maricopa County, Arizona.

14 **GENERAL FACTUAL ALLEGATIONS**

15 11. All factual assertions set forth in the “Jurisdiction and Standing” section
16 of this complaint are incorporated herein, as if set forth in full.

17 12. On June 6, 2018, Maricopa County Superior Court Commissioner David
18 W. Garbarino signed and entered a *Judgment of Default and Cease and Desist*
19 *Order*, which included an order that Respondent Aguirre immediately and
20 permanently cease and desist from engaging in the unauthorized practice of law in

1 Arizona and a permanent injunction prohibiting Respondent Aguirre from using
2 the designations “lawyer,” “attorney at law,” “counselor at law,” “law,” “law
3 office,” “J.D.,” “Esq.” or other equivalent words, the use of which would
4 reasonably likely induce others to believe that Respondent Aguirre is authorized to
5 engage in the practice of law in Arizona.

6 13. At all times relevant, neither Respondent Aguirre nor Respondent
7 Beyond Attorneys, LLC were authorized to engage in the practice of law in the
8 State of Arizona.

9 14. On or about December 27, 2023, Respondent Aguirre registered “Beyond
10 Attorneys” as a tradename with the Office of the Arizona Secretary of State;
11 Respondent Aguirre identified the nature of the business as “Legal Consulting.”

12 15. At all times relevant, Respondent Aguirre was aware that he was not a
13 member of the State Bar of Arizona and had never been authorized to engage in
14 the practice of law in Arizona.

15 16. Respondent Aguirre, as a non-member of the State Bar of Arizona, and
16 Respondent Beyond Attorneys, LLC are subject to the jurisdiction of the Arizona
17 Supreme Court for any unauthorized practice of law in Arizona. *See* Rules 31(a)
18 and 75(a), Ariz. R. Sup. Ct. *See also In re Creasy*, 198 Ariz. 539, 12 P.3d 214
19 (2000).

20

1 17. At all times relevant, Respondent Aguirre was not a legal document
2 preparer certified by the Supreme Court of Arizona pursuant to Rule 31.3(e)(4),
3 Ariz. R. Sup. Ct., and § 7-208 of the Arizona Code of Judicial Administration
4 (ACJA).⁵

5 18. At all times relevant, Respondent Aguirre was not a legal
6 paraprofessional certified by the Arizona Supreme Court pursuant to Rule
7 31.3(e)(4), Ariz. R. Sup. Ct., and § 7-210 of the ACJA.⁶

8 19. At all times relevant, Respondent Beyond Attorneys, LLC was not an
9 Alternative Business Structure certified by the Arizona Supreme Court pursuant to
10 Rule 31.1(c) and § 7-209 of the ACJA.⁷

11 20. At all times relevant, Respondents Aguirre and Beyond Attorneys, LLC
12 were required to comply with the rules, orders and relevant case law of the Arizona
13 Supreme Court regarding the practice of law and the unauthorized practice of law,
14 but failed to do so.

15
16
17 _____
18 ⁵ ACJA § 7-208 addresses the administration and certification of legal document
preparers.

19 ⁶ ACJA § 7-210 addresses the administration and certification of legal
20 paraprofessionals.

⁷ ACJA § 7-209 addresses the administration and certification of Alternative
Business Structures.

COUNT ONE
(State Bar File No. 24-1676)

1
2 21. All factual allegations set forth in the “Jurisdiction and Standing” and
3 “General Factual Allegations” sections of this complaint are incorporated herein,
4 as if set forth in full.

5 22. On or about May 31, 2024, Respondent Aguirre sent a “demand letter” to
6 Neco Antonio Ameen and Sunlight Financial on Angel Rosales’ behalf.

7 a. That “demand letter” was placed on Beyond Attorneys, LLC
8 letterhead, which identified the entity in the heading as “Legal Consultants &
9 Advocates/Certified Paralegals.”

10 b. That “demand letter” noted that Angel Rosales had requested that
11 Respondent Aguirre write a letter to Neco Antonio Ameen and Sunlight
12 Financial regarding the alleged nonperformance of contractual obligations
13 owed by “POWER4WARD LLC” and Sunlight Financial.

14 c. That “demand letter” asserted that POWER4WARD LLC and
15 Sunlight Financial’s failure to honor contractual commitments entitled Angel
16 Rosales “to seek immediate and compensatory relief.”

17 d. That “demand letter” set forth the alleged material breaches of
18 contract.

19 e. That “demand letter” included legal arguments regarding the alleged
20 material breaches and referenced Arizona case law and a statute.

1 f. That “demand letter” set forth Angel Rosales’ three specific
2 demands.

3 g. That “demand letter” noted that if there were a continuance of
4 existing contractual delinquencies, Angel Rosales’ may resort to legal
5 recourse, which may include three specifically mentioned legal options.

6 h. That “demand letter” stated in part: “We expect a formal written
7 response to the conditions herein laid out within ten (10) business days of your
8 receipt of this communication, failure of which will lead to immediate legal
9 repercussions, as specified [herein].”

10 i. That “demand letter” closed by stating, “Awaiting your immediate
11 corrective action and response.”

12 j. That “demand letter” included a disclaimer in the footer of the first
13 page, which stated:

14 Disclaimer: Beyond Attorneys, LLC[,] its officers and/or
15 employees are not licensed attorneys and do not dispense legal
16 advice. Our services are offered for informational and advisory
17 purposes, and we do not provide legal representation or engage in
the practice of law. Any information provided by us should not [be]
considered legal advice, and we recommend consulting a licensed
attorney for any legal matters.

18 23. On June 20, 2024, Brett Shockley, Director and Head of Litigation at
19 Sunlight Financial, sent a letter to Respondent Aguirre, stating he received and
20 reviewed his May 31, 2024 letter, but was unable to communicate with him
regarding Angel Rosales’ account because he (Respondent Aguirre) was “neither

1 a licensed attorney nor the attorney-in-fact for Mr. Rosales pursuant to a valid
2 power of attorney.”

3 Count One Violation

4 24. By engaging in the conduct set forth in Count One, Respondents Aguirre
5 and Beyond Attorneys, LLC violated Rules 31.1(a), 31.2 and 33(c), Ariz. R. Sup.
6 Ct., by engaging in the unauthorized practice of law in Arizona.

7 **COUNT TWO**
8 **(State Bar File No. 24-1994)**

9 25. All factual allegations set forth in the “Jurisdiction and Standing” and
10 “General Factual Allegations” sections of this complaint are incorporated herein,
11 as if set forth in full.

12 26. On February 22, 2024, Edward Eugene Riley, Jr. (“Edward Riley”) was
13 indicted in Maricopa County Superior Court on two counts of possession of
14 narcotic drugs for sale and one count of sale or transportation of narcotic drugs, all
15 class two felonies (*State of Arizona v. Riley*, No. CR2024-107321).

16 27. At a hearing on May 21, 2024, Maricopa County Superior Court Judge
17 Kristian M. Morales found that Edward Riley “is unable to understand the nature
18 of the proceedings and/or is unable to assist counsel in Defendant’s defense, and is
19 therefore criminally incompetent pursuant to A.R.S. § 13-4510,” and noted that
20 Edward Riley “is incompetent to refuse treatment and should be subject to
involuntary treatment pursuant to A.R.S. § 13-4511 and 13-4512(B).”

1 28. On July 12, 2024, Edward Riley and Respondent Aguirre electronically
2 signed a “Legal Services & Consulting Agreement” ostensibly prepared by
3 Respondent Aguirre.

4 a. That “Legal Services & Consulting Agreement” included a section
5 titled “Agreement,” which stated in part:

6 1. Scope of Services. Beyond Attorneys, LLC agrees to provide
7 legal support services to Client [Edward Eugene Riley, Jr.] in
8 connection with a criminal matter (the “Case”). The scope of
9 services to be provided by Beyond Attorneys, LLC shall be as
follows: [. . .] (e) Negotiate a settlement or resolution of the Case
with other parties involved, subject to Client’s approval; [and] (f)
Provide guidance to Client throughout the course of the Case.

10 29. Also on July 12, 2024, Sheena Mike signed a “Letter of Representation”
11 on Edward Riley’s behalf, which stated in part:

12 As my representatives, Beyond Attorneys[,] LLC will be handling all
13 communications, negotiations, and legal proceedings related to any
14 claim I may have against the above. They are authorized to act on my
15 behalf and make decisions regarding any legal matters that may arise
16 around the above claim. However, please note that Beyond Attorneys[,]
17 LLC is not a law firm and its employees are not licensed attorneys.

18 30. On or about July 12, 2024, or sometime thereafter, Sheena Mike paid
19 \$1,500 to Respondent Aguirre to assist Edward Riley.

20 31. Upon information and belief, Respondent Aguirre prepared a *Motion to
Request Transfer to a Mental Facility*, which Edward Riley electronically signed
on or about July 15, 2024, and which was filed with the Maricopa County Superior
Court Clerk’s Office on July 15, 2024.

1 a. Upon information and belief, Respondent Aguirre prepared that
2 *Motion to Request Transfer to a Mental Facility* for Edward Riley.

3 b. That *Motion to Request Transfer to a Mental Facility* included
4 references to case law and state statutes.

5 Count Two Violation

6 32. By engaging in the conduct set forth in Count Two, Respondents Aguirre
7 and Beyond Attorneys, LLC violated Rules 31.1(a), 31.2 and 33(c), Ariz. R. Sup.
8 Ct., by engaging in the unauthorized practice of law in Arizona.

9 **COUNT THREE**
10 **(State Bar File No. 24-2231)**

11 33. All factual allegations set forth in the “Jurisdiction and Standing” and
12 “General Factual Allegations” sections of this complaint are incorporated herein,
13 as if set forth in full.

14 34. Acencion Aguilar Mendoza communicated with Respondent Aguirre
15 regarding a motor vehicle accident.

16 35. On March 4, 2024, Acencion Mendoza signed a “Letter of
17 Representation,” which stated in part:

18 As my representatives, Beyond Attorneys[,] LLC will be handling all
19 communications, negotiations, and legal proceedings related to any
20 claim I may have against the above. They are authorized to act on my
behalf and make decisions regarding any legal matters that may arise out
of this case. However, please note that Beyond Attorneys[,] LLC is not
a law firm and its employees are not licensed attorneys.

1 36. On March 18, 2024, Acencion Mendoza filed (while *pro se*) a lawsuit in
2 Maricopa County Superior Court against Guillermo Tremillo Soto and Pedro
3 Alvares Lopes (*Mendoza v. Soto, et al.*, No. CV2024-005513).

4 37. Upon information and belief, Respondent Aguirre prepared the
5 complaint, which Acencion Mendoza signed and filed with the court.

6 38. Acencion Mendoza understood that Respondent Aguirre was advising
7 him about the lawsuit.

8 39. On April 26, 2024, Arizona Attorney Brian B. Soleymani called
9 Acencion Mendoza to make a settlement offer.

10 40. Acencion Mendoza did not wish to settle the case, and directed Attorney
11 Soleymani to speak with his attorney, apparently referring to Respondent Aguirre.

12 41. On May 1, 2024, Respondent Aguirre called Attorney Soleymani at this
13 cell phone number.

14 a. Respondent Aguirre told Attorney Soleymani that he helped
15 Acencion Mendoza file his legal documents, and inquired about the offer to
16 settle.

17 b. Attorney Soleymani refused to discuss the case with Respondent
18 Aguirre because he was not an attorney.

19 42. On May 6, 2024, Respondent Aguirre set an email message to Attorney
20 Soleymani, which stated: "Please contact me if you have any questions. Mr.

1 Aguilar [Mendoza] has already filed an Application for Default.”

2 43. On May 29, 2024, Acencion Mendoza filed a *Reply to American Access*
3 *Casualty Company’s Motion to Intervene on Its Own Behalf and Motion to Dismiss*
4 *Plaintiff’s Complaint (Reply)*.

5 a. Upon information and belief, Respondent Aguirre prepared the
6 *Reply* that Acencion Mendoza filed with the court.

7 b. That *Reply* included case law and citations to the Arizona Rules of
8 Civil Procedure.

9 44. During a hearing on August 21, 2024, Acencion Mendoza repeatedly
10 stated he had an attorney, apparently referring to Respondent Aguirre.

11 Count Three Violation

12 45. By engaging in the conduct set forth in Count Three, Respondents
13 Aguirre and Beyond Attorneys, LLC violated Rules 31.1(a), 31.2 and 33(c), Ariz.
14 R. Sup. Ct., by engaging in the unauthorized practice of law in Arizona.

15 **COUNT FOUR**
16 **(State Bar File No. 24-2360)**

17 46. All factual allegations set forth above in the “Jurisdiction and Standing”
18 and “General Factual Allegations” sections of this complaint are incorporated
19 herein, as if set forth in full.

20 47. On July 2, 2024, Respondent Aguirre filed a *Pleading for Request of*
Court Records in State of Arizona v. Bryan W. Sicard, Pima County Superior Court

1 No. CR2001-4031.

2 a. In the upper, left corner of the first page of the *Pleading for Request*
3 *of Court Records* (where the filing attorney’s or self-represented litigant’s
4 information is included), Respondent Aguirre listed his name and identified
5 himself as “Legal Consultant.”

6 b. The body of the *Pleading for Request of Court Records* stated in
7 part:

8 The undersigned is a legal consultant employed by the
9 Defendant [Bryan W. Sicard] in this matter to explore potential
post-conviction remedies.

10 A comprehensive understanding of the case, which entails
11 reviewing the full spectrum of the police reports and pleadings, is
12 necessary for effective legal consultation, as underscored in *L.H. v.*
Vandenberg, 256 Ariz. 44 (Ariz. Ct. App. 2023) and in alignment
13 with A.R.S. § 39-121.01(B), which mandates the maintenance of
accurate official activities.

14 The requested records are essential for preparing a potential
15 appeal, or in exercising remedies under Rule 32 (for Post-
Conviction Relief) or Rule 33 (for New Trial) of the Arizona Rules
of Criminal Procedure.

16 c. Respondent Aguirre signed that *Pleading for Request of Court*
17 *Records*.

18 d. Respondent Aguirre filed that *Pleading for Request of Court*
19 *Records* with the Pima County Superior Court Clerk’s Office, and provided
20 copies of it to Bryan Sicard and the Pima County Attorney’s Office.

1 Count Four Violation

2 48. By engaging in the conduct set forth in Count Four, Respondent Aguirre
3 violated Rules 31.1(a), 31.2 and 33(c), Ariz. R. Sup. Ct., by engaging in the
4 unauthorized practice of law in Arizona.

5 **CONCLUSION**

6 Respondent Francisco Xavier Aguirre engaged in the unauthorized practice
7 of law in Arizona, as set forth in Counts One, Two, Three and Four.

8 Respondent Beyond Attorneys, LLC violated Rules 31.1(a), 31.2 and 33(c),
9 Ariz. R. Sup. Ct., by engaging in the unauthorized practice of law in Arizona
10 (through the acts of Respondent Aguirre), as set forth in Counts One, Two and
11 Three.

12 The grounds for imposing sanctions against Respondents Francisco Xavier
13 Aguirre and Beyond Attorneys, LLC, as set forth in Rule 76(a), Ariz. R. Sup. Ct.,
14 include the following: Respondents engaged in conduct that constituted the
15 unauthorized practice of law pursuant to Rule 31, 31.1, 31.2 and 33(c), Ariz. R.
16 Sup. Ct.

17 Based upon the foregoing, the State Bar respectfully moves this Court to enter
18 a judgment and order pursuant to Rule 76(a) and 76(b)(2), (3), (5), (6), and (7),
19 Ariz. R. Sup. Ct., that includes the following provisions:

1 A. Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC
2 must immediately cease and desist engaging in the unauthorized practice of
3 law in Arizona, as set forth in Rule 31, 31.1, 31.2 and 33(c), Ariz. R. Sup. Ct.,
4 and relevant case law.

5 B. Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC
6 are permanently enjoined from engaging in the unauthorized practice of law
7 in Arizona, as set forth in Rules 31, 31.1, 31.2 and 33(c), Ariz. R. Sup. Ct.,
8 and relevant case law.

9 C. Respondents Francisco Xavier Aguirre and Beyond Attorneys,
10 LLC, jointly and severally, pay restitution to Sheena Mike in the amount of
11 \$1,500 within 30 days of entry of a judgment and order entered by this Court.

12 D. Respondents Francisco Xavier Aguirre and Beyond Attorneys,
13 LLC, jointly and severally, pay costs and expenses to the State Bar of Arizona
14 in the amount of no less than Five Hundred Dollars (\$500.00) for its
15 investigation and prosecution of them for engaging in the unauthorized
16 practice of law.

17 E. Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC
18 jointly and severally pay a civil penalty in the amount of \$1,000 to the State
19 Bar of Arizona within 30 days of entry of a judgment and order entered by
20 this Court.

1 F. Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC
2 immediately notify existing customers for whom they have agreed to prepare
3 legal documents, give legal advice, negotiate, or otherwise perform legal
4 services of the sanctions imposed.

5 G. Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC
6 immediately return to all current customers in pending matters that could
7 potentially result in the unauthorized practice of law, any documents and other
8 property to which they are entitled, including their files.

9 H. Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC
10 and any business entity owned (in whole or in part), controlled or operated by
11 Respondents, immediately delete all references on all correspondence,
12 letterheads, business cards, and other advertising materials that indicate that
13 either of them is authorized to engage in the practice of law or provide legal
14 services (generally or specifically) in Arizona (including any reference to the
15 ability to negotiate on another person's behalf).

16 **DATED** this 10th day of March, 2025.

17 **STATE BAR OF ARIZONA**

18 /s/ James D. Lee

James D. Lee

19 Senior Bar Counsel/Unauthorized Practice
20 of Law Counsel

1 Original filed with the Clerk of
2 the Maricopa County Superior Court
3 this 10th day of March, 2025.

4 by: /s/ Amy S. Ralston
5 JDL/asr
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1
2 James D. Lee, Bar No. 011586
3 Senior Bar Counsel/Unauthorized
4 Practice of Law Counsel
5 State Bar of Arizona
6 4201 North 24th Street, Suite 100
7 Phoenix, Arizona 85016-6266
8 Telephone: (602) 340-7250
9 LRO@staff.azbar.org
10 Attorney for Plaintiff

11
12 **IN THE SUPERIOR COURT OF ARIZONA**
13 **MARICOPA COUNTY**

14 **STATE BAR OF ARIZONA,**

15 Plaintiff,

16 v.

17 **FRANCISCO XAVIER**
18 **AGUIRRE and BEYOND**
19 **ATTORNEYS, LLC,**

20 Respondents.

Case No. CV2025-008737

FIRST AMENDED
COMPLAINT

(Unauthorized Practice of Law,
Rules 75-80, Ariz. R. Sup. Ct.)

[State Bar Nos. 24-1676, 24-1994,
24-2231, 24-2360, 25-0062,
25-0325 and 25-0758]

21
22 Complaint is made against Respondents as follows:

JURISDICTION AND STANDING

1. Plaintiff State Bar of Arizona (“State Bar”), an Arizona non-profit corporation, has standing to bring this proceeding for the unauthorized practice of

1 law pursuant to Rules 77(b)(5)¹ and 79(a),² Ariz. R. Sup. Ct.

2 2. Superior courts in Arizona have jurisdiction over unauthorized practice
3 of law proceedings³ that are initiated pursuant to Rules 78(a)⁴ and 79(a), Ariz. R.
4 Sup. Ct.

5 3. Respondents Francisco Xavier Aguirre (“Respondent Aguirre”) and
6 Beyond Attorneys, LLC are subject to the jurisdiction of the Arizona Supreme
7 Court for any unauthorized practice of law in Arizona. *See* Rules 31(a) and 75(a),
8 Ariz. R. Sup. Ct. *See also In re Creasy*, 198 Ariz. 539, 12 P.3d 214 (2000).

9 4. Upon information and belief, Respondent Aguirre is a resident of
10 Maricopa County, Arizona.

11
12 _____
13 ¹ “Acting under the authority of the board [of governors of the State Bar of
14 Arizona], and under the direction and by appointment of the executive director [of
15 the State Bar of Arizona], unauthorized practice of law counsel shall have the
following powers and duties: . . . ; 5. represent the state bar in and prosecute
unauthorized practice of law proceedings before the superior court, the court of
appeals, and [the supreme] court, and prosecute contempt proceedings in the
appropriate forum; . . .”

16 ² “Formal unauthorized practice of law proceedings shall be instituted by
17 unauthorized practice of law counsel filing a consent agreement or a complaint wit
the clerk of the superior court.”

18 ³ “‘Unauthorized practice of law proceeding’ means any action involving a
19 respondent pursuant to the rules related to the unauthorized practice of law.” Rule
75(b)(16), Ariz. R. Sup. Ct.

20 ⁴ “An unauthorized practice of law proceeding shall be disposed of by dismissal or
21 by the filing of a consent agreement or complaint in the superior court seeking
imposition of one or more sanctions as provided in these rules.”

1 14. On June 6, 2018, Maricopa County Superior Court Commissioner David
2 W. Garbarino signed and entered a *Judgment of Default and Cease and Desist*
3 *Order* against Respondent Aguirre, which included (a) an order that he and any
4 corporate or business entity owned, controlled or operated by him immediately and
5 permanently cease and desist from engaging in the unauthorized practice of law in
6 Arizona and (b) a permanent injunction prohibiting him and any corporate or
7 business entity owned, controlled or operated by him from using the designations
8 “lawyer,” “attorney at law,” “counselor at law,” “law,” “law office,” “J.D.,” “Esq.”
9 or other equivalent words, the use of which would reasonably likely induce others
10 to believe that he is authorized to engage in the practice of law in Arizona.

11 15. That June 6, 2018 judgment included the definition of the “practice of
12 law,” as then set forth in Rule 31(a)(2)(A), Ariz. R. Sup. Ct. (now located at Rule
13 31(b), Ariz. R. Sup. Ct., with slight variations in the language).

14 16. On or about December 27, 2023, Respondent Aguirre registered “Beyond
15 Attorneys” as a tradename with the Office of the Arizona Secretary of State;
16 Respondent Aguirre identified the nature of the business as “Legal Consulting.”

17 17. At all times relevant, neither Respondent Aguirre nor Respondent
18 Beyond Attorneys, LLC were authorized to engage in the practice of law in the
19 State of Arizona.

20 18. At all times relevant, Respondent Aguirre was aware that he was not a
21 member of the State Bar of Arizona and had never been authorized to engage in the

1 practice of law in Arizona.

2 19. At all times relevant, neither Respondent Aguirre nor Respondent
3 Beyond Attorneys, LLC was a legal document preparer certified by the Supreme
4 Court of Arizona pursuant to Rule 31.3(e)(4), Ariz. R. Sup. Ct., and § 7-208 of the
5 Arizona Code of Judicial Administration (ACJA).⁵

6 20. At all times relevant, Respondent Aguirre was aware that neither he nor
7 Respondent Beyond Attorneys, LLC was a legal document preparer certified by
8 the Supreme Court of Arizona pursuant to Rule 31.3(e)(4), Ariz. R. Sup. Ct., and
9 § 7-208 of the Arizona Code of Judicial Administration (ACJA).

10 21. At all times relevant, Respondent Beyond Attorneys, LLC was not an
11 Alternative Business Structure certified by the Arizona Supreme Court pursuant to
12 Rule 31.1(c) and § 7-209 of the ACJA.⁶

13 22. At all times relevant, Respondent Aguirre was aware that Respondent
14 Beyond Attorneys, LLC was not an Alternative Business Structure certified by the
15 Arizona Supreme Court pursuant to Rule 31.1(c) and § 7-209 of the ACJA.

16 23. At all times relevant, Respondent Aguirre was not a legal
17 paraprofessional certified by the Arizona Supreme Court pursuant to Rule

18 _____
19 ⁵ ACJA § 7-208 addresses the administration and certification of legal document
preparers.

20 ⁶ ACJA § 7-209 addresses the administration and certification of Alternative
21 Business Structures.

1 31.3(e)(4), Ariz. R. Sup. Ct., and § 7-210 of the ACJA.⁷

2 24. At all times relevant, Respondents Aguirre and Beyond Attorneys, LLC
3 were required to comply with the rules, orders and relevant case law of the Arizona
4 Supreme Court regarding the practice of law and the unauthorized practice of law,
5 but failed to do so.

6 **COUNT ONE**
7 **(State Bar File No. 24-1676)**

8 25. All factual allegations set forth in the “Jurisdiction and Standing” and
9 “General Factual Allegations” sections of this complaint are incorporated herein,
10 as if set forth in full.

11 26. On or about May 31, 2024, Respondent Aguirre sent a demand letter to
12 Neco Antonio Ameen and Sunlight Financial on Angel Rosales’ behalf.

13 a. That May 31, 2024 letter was placed on Beyond Attorneys, LLC’s
14 letterhead, which identified the entity as “Legal Consultants &
15 Advocates/Certified Paralegals.”

16 b. That May 31, 2024 letter noted that Angel Rosales had requested
17 that Respondent Aguirre write a letter to Neco Antonio Ameen and Sunlight
18 Financial regarding the alleged nonperformance of contractual obligations
19 owed by “POWER4WARD LLC” and Sunlight Financial.

20
21 ⁷ ACJA § 7-210 addresses the administration and certification of legal
paraprofessionals.

1 c. That May 31, 2024 letter asserted that POWER4WARD LLC and
2 Sunlight Financial’s failure to honor contractual commitments entitled Angel
3 Rosales “to seek immediate and compensatory relief.”

4 d. That May 31, 2024 letter set forth the alleged material breaches of
5 contract.

6 e. That May 31, 2024 letter included legal arguments regarding the
7 alleged material breaches and referenced Arizona case law and a statute.

8 f. That May 31, 2024 letter set forth Angel Rosales’ three specific
9 demands.

10 g. That May 31, 2024 letter noted that if there were a continuance of
11 existing contractual delinquencies, Angel Rosales’ may resort to legal
12 recourse, which may include three specifically mentioned legal options.

13 h. That May 31, 2024 letter stated in part: “We expect a formal written
14 response to the conditions herein laid out within ten (10) business days of your
15 receipt of this communication, failure of which will lead to immediate legal
16 repercussions, as specified [herein].”

17 i. That May 31, 2024 letter closed by stating, “Awaiting your
18 immediate corrective action and response.”

19 j. That May 31, 2024 letter included a disclaimer in the footer of the
20 first page, which stated:

21

1 Disclaimer: Beyond Attorneys, LLC[,] its officers and/or
2 employees are not licensed attorneys and do not dispense legal
3 advice. Our services are offered for informational and advisory
4 purposes, and we do not provide legal representation or engage in
the practice of law. Any information provided by us should not [be]
considered legal advice, and we recommend consulting a licensed
attorney for any legal matters.

5 27. On June 20, 2024, Brett Shockley, Director and Head of Litigation at
6 Sunlight Financial, sent a letter to Respondent Aguirre, stating he received and
7 reviewed his May 31, 2024 letter, but was unable to communicate with him
8 regarding Angel Rosales' account because he (Respondent Aguirre) was "neither
9 a licensed attorney nor the attorney-in-fact for Mr. Rosales pursuant to a valid
10 power of attorney."

11 Count One Violation

12 28. By engaging in the conduct set forth in Count One, Respondents Aguirre
13 and Beyond Attorneys, LLC violated Rules 31.1(a), 31.2 and 33(c), Ariz. R. Sup.
14 Ct., by engaging in the unauthorized practice of law in Arizona.

15 **COUNT TWO**
16 **(State Bar File No. 24-1994)**

17 29. All factual allegations set forth in the "Jurisdiction and Standing" and
18 "General Factual Allegations" sections of this complaint are incorporated herein,
19 as if set forth in full.

20 30. On February 22, 2024, Edward Eugene Riley, Jr. ("Edward Riley") was
21 indicted in Maricopa County Superior Court on two counts of possession of

1 narcotic drugs for sale and one count of sale or transportation of narcotic drugs, all
2 class two felonies (*State of Arizona v. Riley*, No. CR2024-107321).

3 31. Following a hearing on May 21, 2024, Maricopa County Superior Court
4 Judge Kristian M. Morales entered a minute entry order in which she found that
5 Edward Riley “[wa]s unable to understand the nature of the proceedings and/or
6 [wa]s unable to assist counsel in [his] defense, and is therefore criminally
7 incompetent pursuant to A.R.S. § 13-4510.”

8 32. Judge Morales also noted in that May 21, 2024 minute entry that Edward
9 Riley “[wa]s incompetent to refuse treatment and should be subject to involuntary
10 treatment pursuant to A.R.S. § 13-4511 and 13-4512(B).”

11 33. On July 12, 2024, Edward Riley hired Respondent Aguirre and/or
12 Respondent Beyond Attorneys, LLC to address certain aspects of his criminal
13 proceeding.

14 34. Also on July 12, 2024, Edward Riley (or someone on his behalf) and
15 Respondent Aguirre electronically signed a “Legal Services & Consulting
16 Agreement” that was, upon information and belief, prepared by Respondent
17 Aguirre.

18 a. That Legal Services & Consulting Agreement included a section
19 titled “Agreement,” which stated in part:

20 1. Scope of Services. Beyond Attorneys, LLC agrees to provide
21 legal support services to Client [Edward Eugene Riley, Jr.] in
connection with a criminal matter (the “Case”). The scope of

1 services to be provided by Beyond Attorneys, LLC shall be as
2 follows: [. . .] (e) Negotiate a settlement or resolution of the Case
3 with other parties involved, subject to Client’s approval; [and] (f)
4 Provide guidance to Client throughout the course of the Case.

(Parenthetical in original).

5 b. That Legal Services & Consulting Agreement stated that neither
6 Respondent Aguirre nor Respondent Beyond Attorneys, LLC is an attorney,
7 but does “provide[] legal support services to clients and specializes in
8 assisting clients with civil and criminal disputes.”

9 35. Also on July 12, 2024, Sheena Mike signed a “Letter of Representation”
10 on Edward Riley’s behalf, which stated in part:

11 As my representatives, Beyond Attorneys[,] LLC will be handling all
12 communications, negotiations, and legal proceedings related to any
13 claim I may have against the above. They are authorized to act on my
14 behalf and make decisions regarding any legal matters that may arise
15 around the above claim. However, please note that Beyond Attorneys[,]
16 LLC is not a law firm and its employees are not licensed attorneys.

17 36. On or about July 12, 2024, or sometime thereafter, Sheena Mike paid
18 \$1,500 to Respondent Aguirre to assist Edward Riley.

19 37. Upon information and belief, Respondent Aguirre prepared a *Motion to*
20 *Request Transfer to a Mental Facility*, which Edward Riley (or someone on his
21 behalf) electronically signed on or about July 15, 2024, and which was filed with
the Maricopa County Superior Court Clerk’s Office on July 15, 2024.

38. That *Motion to Request Transfer to a Mental Facility* included references
to case law and state statutes.

1 Count Two Violation

2 39. By engaging in the conduct set forth in Count Two, Respondents Aguirre
3 and Beyond Attorneys, LLC violated Rules 31.1(a), 31.2 and 33(c), Ariz. R. Sup.
4 Ct., by engaging in the unauthorized practice of law in Arizona.

5 **COUNT THREE**
6 **(State Bar File No. 24-2231)**

7 40. All factual allegations set forth in the “Jurisdiction and Standing” and
8 “General Factual Allegations” sections of this complaint are incorporated herein,
9 as if set forth in full.

10 41. Acencion Aguilar Mendoza (“Acencion Mendoza”) communicated with
11 Respondent Aguirre regarding a motor vehicle accident.

12 42. On March 4, 2024, Acencion Mendoza signed a “Letter of
13 Representation” with Respondent Beyond Attorneys, LLC, which stated in part:

14 As my representatives, Beyond Attorneys[,] LLC will be handling all
15 communications, negotiations, and legal proceedings related to any
16 claim I may have against the above. They are authorized to act on my
17 behalf and make decisions regarding any legal matters that may arise out
18 of this case. However, please note that Beyond Attorneys[,] LLC is not
19 a law firm and its employees are not licensed attorneys.

20 43. On March 18, 2024, Acencion Mendoza filed (while *pro se*) a lawsuit in
21 Maricopa County Superior Court against Guillermo Tremillo Soto and Pedro
Alvares Lopes (*Mendoza v. Soto, et al.*, No. CV2024-005513).

44. Upon information and belief, Respondent Aguirre prepared the
complaint, which Acencion Mendoza signed and filed with the court.

1 45. Acencion Mendoza understood that Respondent Aguirre was advising
2 him about the lawsuit.

3 46. On April 26, 2024, Arizona Attorney Brian B. Soleymani called
4 Acencion Mendoza to make a settlement offer.

5 47. Acencion Mendoza did not wish to settle the case, and directed Attorney
6 Soleymani to speak with his attorney, apparently referring to Respondent Aguirre.

7 48. On May 1, 2024, Respondent Aguirre called Attorney Soleymani at his
8 cell phone number.

9 a. Respondent Aguirre told Attorney Soleymani that he helped
10 Acencion Mendoza file his legal documents, and inquired about the offer to
11 settle.

12 b. Attorney Soleymani refused to discuss the case with Respondent
13 Aguirre because he was not an attorney.

14 49. On May 6, 2024, Respondent Aguirre sent an email message to Attorney
15 Soleymani, which stated: “Please contact me if you have any questions. Mr.
16 Aguilar [Mendoza] has already filed an Application for Default.”

17 50. On May 29, 2024, Acencion Mendoza filed a *Reply to American Access*
18 *Casualty Company’s Motion to Intervene on Its Own Behalf and Motion to Dismiss*
19 *Plaintiff’s Complaint* (“Reply”).

20 a. Upon information and belief, Respondent Aguirre prepared the
21 *Reply* that Acencion Mendoza filed with the court.

1 information is to be included), Respondent Aguirre listed his name and
2 identified himself as “Legal Consultant.”

3 b. The body of the *Pleading for Request of Court Records* stated in
4 part:

5 The undersigned is a legal consultant employed by the
6 Defendant [Bryan W. Sicard] in this matter to explore potential
post-conviction remedies.

7 A comprehensive understanding of the case, which entails
8 reviewing the full spectrum of the police reports and pleadings, is
9 necessary for effective legal consultation, as underscored in *L.H. v.*
Vandenberg, 256 Ariz. 44 (Ariz. Ct. App. 2023) and in alignment
10 with A.R.S. § 39-121.01(B), which mandates the maintenance of
accurate official activities.

11 The requested records are essential for preparing a potential
12 appeal, or in exercising remedies under Rule 32 (for Post-
Conviction Relief) or Rule 33 (for New Trial) of the Arizona Rules
of Criminal Procedure.

13 c. Respondent Aguirre signed that *Pleading for Request of Court*
14 *Records*.

15 Count Four Violation

16 55. By engaging in the conduct set forth in Count Four, Respondent Aguirre
17 violated Rules 31.1(a), 31.2 and 33(c), Ariz. R. Sup. Ct., by engaging in the
18 unauthorized practice of law in Arizona.

19 **Count Five**
20 **(State Bar File No. 25-0062)**

21 56. All factual allegations set forth in the “Jurisdiction and Standing” and

1 “General Factual Allegations” sections of this complaint are incorporated herein,
2 as if set forth in full.

3 57. On or about October 2, 2024, Nora Gallardo hired Beyond Attorneys,
4 LLC to assist her with a legal matter.

5 58. Also on or about October 2, 2024, Nora Gallardo and Respondent
6 Aguirre electronically signed a “Consulting Services Agreement,” which they
7 physically signed on October 5, 2024.

8 a. Those Consulting Services Agreements included a section titled
9 “AGREEMENT,” which stated in part:

10 1. **Scope of Services.** Beyond Attorneys, LLC agrees to provide
11 support services to Client [Nora Gallardo] in connection with a
12 civil matter (the “Case”). The scope of services to be provided by
Beyond Attorneys, LLC shall be as follows:

13 [. . .]

14 e. Negotiate a settlement or resolution of the Case with other parties
involved, if necessary, subject to Client’s approval;

15 f. Provide guidance to Client throughout the course of the Case.

16 (Bold typeface and parenthetical with quotation marks in original).

17 b. Those Consulting Services Agreements stated that neither
18 Respondent Aguirre nor Respondent Beyond Attorneys, LLC is an attorney
19 and “do[es] not provide legal services or advice,” but does provide “legal
20 support services.”

21 c. Those Consulting Services Agreements also stated that Respondent
Aguirre is not authorized to negotiate legal rights or responsibilities, and that

1 Nora Gallardo should consult a licensed attorney for “legal representation or
2 advice.”

3 57. Also on October 5, 2024, Nora Gallardo and Respondent Aguirre both
4 signed a “Letter of Representation and Limited Power of Attorney” (“Letter of
5 Representation”).

6 a. That October 5, 2024 Letter of Representation stated that Beyond
7 Attorneys, LLC “shall handle all communications, negotiations, and
8 proceedings related to the claims or disputes in the Case on behalf of the
9 Client.”

10 b. That October 5, 2024 Letter of Representation also stated that
11 Beyond Attorneys, LLC is “authorized” to “take actions that are reasonably
12 necessary to advocate on behalf of the Client in connection with the Case.”

13 c. That October 5, 2024 Letter of Representation further stated, “The
14 services provided by Beyond Attorneys are limited to advocacy, resolution
15 management consultation, and assistance with dispute resolution.”

16 58. Upon information and belief, on an unknown date, Respondent Aguirre
17 prepared and sent a demand letter on Gallardo’s behalf to Carlos and Maria
18 Fernandez.

19 a. That demand letter included: (i) a list of issues that Nora Gallardo
20 had identified regarding her rental unit; (ii) a statement noting that the rental
21 contract was “flawed” and that the flaws were “a material breach of the

1 contract, and any reliance on th[e] [move-in condition] checklist to absolve
2 [the Fernandezes’] responsibilities is legally invalid”; (iii) an assertion that
3 the Fernandezes exceeded a deadline established by A.R.S. § 33-1321, which
4 “expose[d] [them] to legal consequences, including penalties for wrongful
5 retention of funds”; (iv) a “demand that [the Fernandezes] immediately refund
6 Ms. Gallardo the sum of \$2,900”; (v) a statement that “Ms. Gallardo will not
7 hesitate to pursue all legal avenues available to her under Arizona law to
8 recover her funds,” including the filing of a complaint with the Arizona
9 Department of Housing and the Arizona Attorney General’s Office, and
10 pursuing a civil lawsuit to recover amounts owed; (vi) a statement that “[i]n
11 addition to returning the funds, [the Fernandezes] may also be liable for
12 additional damages for bad faith conduct, wrongful withholding of security
13 deposits, and violations of health and safety standards”; (vii) a statement that
14 a “[f]ailure to comply with this demand within five (5) days of receipt will
15 result in immediate legal action”; and (viii) Respondent Aguirre’s signature,
16 followed by “**Francisco X. Aguirre, MBA CP**” (bold typeface in original).

17 Count Five Violation

18 59. By engaging in the conduct set forth in Count Five, Respondents Aguirre
19 and Beyond Attorneys, LLC violated Rules 31.1(a), 31.2 and 33(c), Ariz. R. Sup.
20 Ct., by engaging in the unauthorized practice of law in Arizona.

1 **Count Six**
2 **(State Bar File No. 25-0325)**

3 60. All factual allegations set forth in the “Jurisdiction and Standing” and
4 “General Factual Allegations” sections of this complaint are incorporated herein,
5 as if set forth in full.

6 61. During or about November 2024, Daniel H. Sanchez and Alejandra
7 Gonzalez Parejas (“Gonzalez Parejas”) hired Beyond Attorneys, LLC to assist
8 them with a legal matter involving real property.

9 62. On November 17, 2024, Sanchez and Gonzalez Parejas each signed a
10 separate “Letter of Representation and Limited Power of Attorney” (“Letter of
11 Representation”), both of which Respondent Aguirre also signed.

12 a. Those Letters of Representation stated that Beyond Attorneys, LLC
13 “shall handle all communications, negotiations, and proceedings related to the
14 claims or disputes in the Case on behalf of the Client.”

15 b. Those Letters of Representation also stated that Beyond Attorneys,
16 LLC is “authorized” to “take actions that are reasonably necessary to advocate
17 on behalf of the Client in connection with the Case.”

18 c. Those Letters of Representation further stated, “The services
19 provided by Beyond Attorneys are limited to advocacy, resolution
20 management consultation, and assistance with dispute resolution.”
21

1 63. Upon information and belief, Respondent Aguirre drafted a settlement
2 agreement for Sanchez and Gonzalez Parejas based on terms they provided.

3 64. On January 28, 2025, Respondent Aguirre sent an email message to
4 Attorney Tim Bennett, who represented Raquel Vasquez (an opposing party in the
5 real property dispute), in response to an email message sent to him by Attorney
6 Bennett.

7 a. In that January 28, 2025 email message, Respondent Aguirre
8 addressed concerns previously raised by Attorney Bennett; among other
9 things, Respondent Aguirre included (i) citations to case law; (ii) arguments
10 regarding the propriety of Sanchez and Gonzalez Parejas’s conduct related to
11 a settlement agreement between the parties; (iii) asserted legal claims (*e.g.*,
12 “Your clients’ actions are part of a broader pattern of fraud and bad faith, as
13 evidenced by [assertions of fact.]”); (iv) comments regarding steps that could
14 be taken to address Attorney Bennett’s concerns; (v) factual assertions
15 regarding the parties’ compliance with the settlement agreement between
16 them; and (vi) a statement that Sanchez and Gonzalez Parejas “intend to
17 pursue all available legal remedies, including [list of options available to
18 them].”

19 b. That January 28, 2025 email message also included the following
20 language:

1 **5. Escrow Cancellation and Funds**

2 Your unilateral instruction to escrow to return funds is improper
3 and may expose escrow to liability. Under Arizona law, escrow
4 agents have a fiduciary duty to act in accordance with the escrow
5 instructions agreed upon by all parties. Releasing funds without the
6 plaintiffs' authorization would violate this duty and may result in
7 legal claims against escrow.

8 See **Elliott v. Superior Court**, 37 P.2d 407, 409 (Ariz. 1934),
9 holding that escrow agents must act strictly in accordance with the
10 terms of the escrow agreement.

11 **Plaintiffs hereby instruct escrow not to release any funds to**
12 **your clients, as doing so would violate the explicit terms of the**
13 **escrow agreement, which ties the release of funds to the**
14 **successful transfer of the property.** Escrow agents have a
15 fiduciary duty to act strictly in accordance with these agreed-upon
16 terms. The funds are part of the settlement and must remain in
17 escrow until the property transfer is completed[,] as required by the
18 Settlement Agreement.

19 **Conclusion**

20 Your clients' actions demonstrate a clear intent to repudiate the
21 Settlement Agreement and act in bad faith. Plaintiffs remain
 prepared to fulfill their obligations under the agreement, but they
 will not hesitate to pursue all available legal remedies if your clients
 continue their attempts to circumvent the settlement.

 Please confirm in writing by end of business day January 28, 2025,
 that :

1. Your clients will rescind their instruction to cancel escrow;
2. Escrow will remain open until all obligations under the Settlement Agreement are fulfilled; and
3. Your clients will proceed in good faith to finalize the settlement.

Failure to do so will result in immediate legal action, including filing motions to enforce the Settlement Agreement, seeking

1 sanctions for bad faith conduct, and initiating complaints with
2 regulatory authorities.

3 Govern yourself accordingly.

4 (Bold typeface, underlines and incorrect citation in original).

5 c. The signature block on that January 28, 2025 email message to
6 Attorney Bennett included the following: “**Francisco X. Aguirre, MBA CP.**”

7 (Bold typeface in original).

8 65. On February 3, 2025, Respondent Aguirre sent a demand “letter” by
9 email to Sanchez, Gonzalez Parejas and Premier Title Agency on Beyond
10 Attorneys, LLC’s behalf.

11 a. That February 3, 2025 email message demanded the immediate
12 payment of \$7,650.

13 b. That February 3, 2025 email message included factual background
14 information, an alleged failure to disburse funds to Beyond Attorneys, LLC,
15 and identified the “Legal Violations” he asserted that one or more of the
16 recipients had allegedly committed.

17 c. That February 3, 2025 email message included the following
18 language:

19 **Demand for Immediate Payment and Remediation**

20 To resolve this matter without litigation, Beyond Attorneys, LLC
21 remains open to discussing an amicable resolution[,] but demands:

- 1 1. **Immediate payment of \$7,650.00** from Daniel H. Sanchez
2 and/or Alejandra Gonzalez Parejas no later than **[10 days**
3 **from the date of this letter]**.
- 4 2. **Written confirmation from Premier Title Agency**
5 acknowledging its failure to follow the irrevocable escrow
6 instructions and outlining corrective measures to prevent
7 future breaches.

8 **Consequences of Non-Compliance**

9 If this matter is not resolved within 48 hours from the date of this
10 letter, Beyond Attorneys, LLC will have no choice but to initiate
11 legal action against all responsible parties. A lawsuit will include,
12 but not be limited to:

- 13 • **Breach of contract and breach of fiduciary duty;**
- 14 • **Negligence and conversion;**
- 15 • **Demand for punitive damages;**
- 16 • **Recovery of all legal costs, including attorney’s fees and**
17 **court costs.**

18 This letter serves as a formal notice of intent to pursue legal action
19 should the matter remain unresolved. However, we remain open to
20 discussing a mutually agreeable resolution before litigation
21 proceeds. If you wish to avoid litigation, please remit the full
 amount owed immediately and provide written confirmation of
 compliance.

(Bold typeface and bold brackets in original).

d. The signature block on that February 3, 2025 email message
included Respondent Aguirre’s typed name and “*Beyond Attorney, LLC.*”

(Italics in original).

1 Count Six Violation

2 66. By engaging in the conduct set forth in Count Six, Respondents Aguirre
3 and Beyond Attorneys, LLC violated Rules 31.1(a), 31.2 and 33(c), Ariz. R. Sup.
4 Ct., by engaging in the unauthorized practice of law in Arizona

5 **Count Seven**
6 **(State Bar File No. 25-0758)**

7 67. All factual allegations set forth in the “Jurisdiction and Standing” and
8 “General Factual Allegations” sections of this complaint are incorporated herein,
9 as if set forth in full.

10 68. On or about March 9, 2025, Respondent Aguirre drafted and sent a
11 demand letter to Tom Barber and Mirella Santome on Federico Torres Villegas’
12 behalf (3D Contracting, LLC was “copied” on that letter).

13 a. That March 9, 2025 demand letter was on Beyond Attorneys, LLC
14 letterhead.

15 b. That March 9, 2025 demand letter included a demand for payment
16 for property damage that had occurred at 1111 West Roosevelt Street,
17 Phoenix, Arizona.

18 c. That March 9, 2025 demand letter included the following: (a) a
19 “**formal demand for payment** in the amount of \$150,000 due to the
20 substantial property damage caused by [Barber and Santome’s] contractors”;

21 (b) “[C]onstruction activities have resulted in serious and ongoing damage to

1 the adjacent property [. . .], including severe sewage backup, uninhabitable
2 conditions, and significant emotional and financial distress”; (c) statements of
3 fact that allegedly led to the property damage; (d) a “**demand [for] full**
4 **payment of \$150,000** within **15 days** of receipt of this letter” (bold typeface
5 in original); (e) “Failure to comply [with the demand] will result in immediate
6 legal action in **Maricopa County Superior Court**, where we will pursue
7 claims for **negligence, property damage, and nuisance.**, [sic] where we will
8 seek compensatory damages, attorney’s fees, **punitive damages**, and any
9 additional relief the court deems appropriate. [sic] due to your reckless
10 disregard for public safety and property rights” (bold typeface in original); (f)
11 “This is your **final opportunity** to resolve this matter without costly
12 litigation” (bold typeface in original); (g) “If payment is not received within
13 the stated deadline, we will file suit **without further notice**” (bold typeface
14 in original); (h) “Should this proceed to court, we will pursue the full extent
15 of damages, including treble damages where applicable, and expose the City
16 of Phoenix’s documented warnings against your contractor’s actions”; (i) a
17 reference to “discuss[ing] **payment arrangements**” (bold typeface in
18 original); (j) a statement that “any delay or failure to respond will be
19 considered **bad faith**, potentially increasing your liability for additional
20 damages, attorneys’ fees, and court sanctions. [sic] and will only strengthen
21 our case for punitive damages and injunctive relief, if necessary to prevent

1 further harm” (bold typeface in original); and (k) Respondent Aguirre’s
2 signature, followed by “Francisco X. Aguirre[,] CEO, Beyond Attorneys,
3 LLC”.

4 Count Seven Violation

5 69. By engaging in the conduct set forth in Count Seven, Respondents
6 Aguirre and Beyond Attorneys, LLC violated Rules 31.1(a), 31.2 and 33(c), Ariz.
7 R. Sup. Ct., by engaging in the unauthorized practice of law in Arizona.

8 **CONCLUSION**

9 Respondent Francisco Xavier Aguirre violated Rules 31.1(a), 31.2 and 33(c),
10 Ariz. R. Sup. Ct., by engaging in the unauthorized practice of law in Arizona, as
11 set forth in Counts One, Two, Three, Four, Five, Six and Seven.

12 Respondent Beyond Attorneys, LLC violated Rules 31.1(a), 31.2 and 33(c),
13 Ariz. R. Sup. Ct., by engaging in the unauthorized practice of law in Arizona
14 (through the acts of Respondent Aguirre), as set forth in Counts One, Two, Three,
15 Five, Six and Seven.

16 The grounds for imposing sanctions against Respondents Francisco Xavier
17 Aguirre and Beyond Attorneys, LLC, as set forth in Rule 76(a), Ariz. R. Sup. Ct.,
18 include the following: Respondents engaged in conduct that constituted the
19 unauthorized practice of law pursuant to Rule 31, 31.1, 31.2 and 33(c), Ariz. R.
20 Sup. Ct.

1 Based upon the foregoing, the State Bar respectfully moves this Court to enter
2 a judgment and order pursuant to Rule 76(a) and 76(b)(2), (3), (5), (6), and (7),
3 Ariz. R. Sup. Ct., that includes the following provisions:

4 A. Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC
5 must immediately cease and desist engaging in the unauthorized practice of
6 law in Arizona, as set forth in Rule 31, 31.1, 31.2 and 33(c), Ariz. R. Sup. Ct.,
7 and relevant case law.

8 B. Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC
9 are permanently enjoined from engaging in the unauthorized practice of law
10 in Arizona, as set forth in Rules 31, 31.1, 31.2 and 33(c), Ariz. R. Sup. Ct.,
11 and relevant case law.

12 C. Respondents Francisco Xavier Aguirre and Beyond Attorneys,
13 LLC, jointly and severally, pay restitution to Sheena Mike in the amount of
14 \$1,500 within 30 days of entry of a judgment and order entered by this Court.

15 D. Respondents Francisco Xavier Aguirre and Beyond Attorneys,
16 LLC, jointly and severally, pay costs and expenses to the State Bar of Arizona
17 in the amount of no less than Five Hundred Dollars (\$500.00) for its
18 investigation and prosecution of them for engaging in the unauthorized
19 practice of law.

20 E. Respondents Francisco Xavier Aguirre and Beyond Attorneys,
21 LLC, jointly and severally, pay a civil penalty in the amount of \$2,000 to the

1 State Bar of Arizona within 30 days of entry of a judgment and order entered
2 by this Court.

3 F. Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC
4 immediately notify existing customers for whom they have agreed to prepare
5 legal documents, give legal advice, negotiate, or otherwise perform legal
6 services of the sanctions imposed.

7 G. Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC
8 immediately return to all current customers in pending matters that could
9 potentially result in a finding of the unauthorized practice of law, any
10 documents and other property to which they are entitled, including their files.

11 H. Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC
12 and any business entity owned (in whole or in part), controlled or operated by
13 either of them, immediately delete all language on all correspondence,
14 letterheads, business cards, websites and other advertising materials that are
15 reasonably likely to induce others to believe that either of them is authorized
16 to engage in the practice of law or provide legal services in Arizona, including
17 any reference to the ability to negotiate on another person's behalf. **DATED**
18 this 3rd day of June, 2025.

19 **STATE BAR OF ARIZONA**

20 /s/ James D. Lee

James D. Lee

21 Senior Bar Counsel/Unauthorized Practice
of Law Counsel

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Original filed with the Clerk of
the Maricopa County Superior
Court this 3rd day of June, 2025.

by: /s/Jackie Brokaw
JDL/jlb

Clerk of the Superior Court
By Aida Plascencia, Deputy
Date 07/02/2025 Time 12:37:48
Description Amount
----- CASE# CV2025-008737 -----
CIVIL SEPARATE ANS 263.00

TOTAL AMOUNT 263.00
Receipt# 30368123

1 FRANCISCO AGUIRRE
2 6929 E 2nd St.
3 Unit 11
4 Scottsdale, AZ 85251
5 Telephone: (602) 228-8507
6 Email: fxagui@aol.com
7 In Propia Persona

8 SUPERIOR COURT OF ARIZONA
9 IN MARICOPA COUNTY

10 STATE BAR OF ARIZONA,

CASE: CV2025-008737

11
12 Petitioner,

11 VERIFIED ANSWER OF FRANCISCO
12 X. AGUIRRE AND CROSS-
13 COMPLAINT

13 v.

Assigned to the Hon. Randall Warner)

14 FRANCISCO X. AGUIRRE, AN
15 INDIVIDUAL; AND BEYOND
16 ATTORNEYS, LLC,

17 Defendants.
18
19

20 Defendant FRANCISCO X. AGUIRRE (“Defendant”), appearing *in propria*
21 *persona*, answers the State Bar of Arizona’s Verified Petition and contemporaneously
22 asserts a Cross-Complaint. All averments are based on personal knowledge or
23 information and belief, and all referenced exhibits are incorporated by this reference.
24

25 I. GENERAL DENIAL (Ariz. R. Civ. P. 8(b))
26
27

28 STATE BAR OF ARIZONA V AGUIRRE

1 Paragraph 1 – Admitted.

2
3 Paragraph 2 – Admitted that Respondent resides in Maricopa County; otherwise denied.

4 Paragraph 3 – Admitted that Beyond Attorneys, LLC is an Arizona LLC headquartered in
5 Maricopa County; denied that it is or holds itself out as a law firm.

6
7 Paragraph 4 – Admitted that Respondent is not licensed; denied that this alone vests
8 jurisdiction.

9 Paragraph 5 – Denied. (*Dunn v. MVD*, 98 P.3d 1053 (Ariz. App. 2004)).

10 Paragraphs 6 through 34 – Denied.

11
12 Paragraph 35 – Denied; strict proof demanded (*Mitchell v. Gamble*, 951 P.2d 744).

13 Paragraphs 36 through 38 – Denied; 2018 judgment void for lack of service (*Walker v.*
14 *Scottsdale; Ruffino v. Lokosky*).

15 Paragraphs 39 through 41 – Denied.

16 Paragraphs 42 through 46 – Denied.

17
18 Paragraphs 47 through 52 – Denied.

19 Paragraphs 53 through 55 – Denied.

20
21 Paragraph 56 – Admitted as to venue; denied as to jurisdiction.

22 Paragraphs 57 through 60 – Denied.

23
24 Paragraphs 61 through 64 – Denied.

25 All allegations not expressly admitted are denied.

26 Defendant denies every allegation not expressly admitted.

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I-A. OBJECTIONS & CONSTITUTIONAL CHALLENGES

1. **Lack of Statutory Jurisdiction.** Article 6 § 5(6) of the Arizona Constitution conditions the Supreme Court’s rule-making power “*subject to law.*” No Arizona statute authorizes the Bar to prosecute private citizens for alleged UPL. Courts may not enlarge jurisdiction by rule (*Dunn, supra*).
2. **Non-Delegation & Due Process.** Exercising injunctive power absent statutory grant and without prior notice or opportunity to cure violates the Fourteenth Amendment and Ariz. Const. art. 2 § 4 (*Withrow v. Larkin*, 421 U.S. 35 (1975)).
3. **Access-to-Justice & Free Speech.** Criminalizing consumer document assistance chills protected speech and hampers self-represented litigants (*NAACP v. Button*, 371 U.S. 415 (1963); *LegalZoom.com, Inc. v. N.C. State Bar*, 958 F. Supp. 2d 401 (M.D.N.C. 2013)).
4. **Reservation of Rights.** Defendant reserves the right to seek declaratory and injunctive relief under the Uniform Declaratory Judgments Act (A.R.S. § 12-1831 et seq.) and 42 U.S.C. §§ 1983, 1988.

II. AFFIRMATIVE DEFENSES

1. **Authorized Conduct – Rule 31(d)(24) & ACJA § 7-208.** Defendant’s services fall within tasks permitted for non-lawyer legal-document preparers.
2. **No Unauthorized Practice – Contractual Disclaimers.** Each client agreement states:

1 “Client acknowledges and agrees that Beyond Attorneys, LLC, its members, or
2 employees are not licensed attorneys and will not provide legal advice or represent Client
3 in court. Beyond Attorneys, LLC is not a law firm and does not engage in the practice of
4 law as defined under Rule 31(a)(2)(A) of the Arizona Supreme Court. Our
5 representatives are not authorized to offer legal advice or engage in activities that would
6 constitute the practice of law, including negotiating legal rights, preparing legal opinions,
7 or representing anyone in judicial or administrative proceedings. For legal advice, consult
8 a licensed attorney.”
9
10
11

12 The disclaimer is clear and conspicuous under A.R.S. § 44-1522.

13 3. **Client Acknowledgment & Waiver.** Clients initial the disclaimer, acknowledge
14 self-representation, and are advised to seek counsel.
15

16 4. **No Court Appearances.** Defendant has never appeared as counsel of record.

17 5. **Void 2018 Judgment.** No personal service was effected while Defendant was
18 incarcerated; the judgment is void under Ariz. R. Civ. P. 60(c)(4).
19

20 6. **Bar-Counsel Bias & Retaliation.** Senior Bar Counsel’s email stating he was
21 “anxiously awaiting” new allegations evidence prejudgment.

22 7. **First-Amendment Protection.** A blanket ban on truthful, non-misleading
23 commercial speech fails the *Central Hudson* test (447 U.S. 557 (1980)).
24

25 8. **Beacon Theatres.** Joinder of legal claims entitles Defendant to jury trial on all
26 issues.
27

1 9. **Arizona Anti-SLAPP.** Defendant invokes A.R.S. § 12-751 against any
2 petitioning-activity chilling his speech.
3

4 10. **Willingness to Certify.** Defendant is prepared to apply for CLDP certification
5 upon eligibility.
6

7 **III. CROSS-COMPLAINT (A.R.S. § 12-541 et seq.)**

8 Defendant re-alleges all prior paragraphs.

9 **COUNT I – MALICIOUS PROSECUTION / RETALIATION**

10 *Elements:* Initiation, want of probable cause, malice, favorable termination,
11 damages (*Carroll v. Kalar*, 112 Ariz. 595 (1975)).
12

13 **Facts:** Petitioner filed this action despite possessing disclaimers disproving UPL; email
14 shows retaliatory motive.
15

16 **COUNT II – DEFAMATION**

17 *Elements:* Publication, falsity, fault, damages (*Green Acres Tr. v. London*, 141
18 Ariz. 609 (1984)).
19

20 **Facts:** Bar counsel’s statements to third parties that Defendant “preys on litigants” are
21 false and reckless.

22 **COUNT III – ABUSE OF PROCESS**

23 *Elements:* Ulterior purpose, improper act (*Nienstedt v. Wetzel*, 133 Ariz. 348 (App.
24 1982)).
25
26
27

1 **Facts:** Injunction proceeding used not for consumer protection but to punish a perceived
2 competitor.
3

4 **COUNT IV – VIOLATION OF DUE PROCESS (42 U.S.C. § 1983)**

5 Integrated bar is a state agency (*Crowe v. Oregon State Bar*, 989 F.3d 714 (9th Cir.
6 2021)). Biased prosecution without notice or neutral investigator violates Fourteenth-
7 Amendment due process.
8

9 **COUNT V – VIOLATION OF FREE SPEECH (42 U.S.C. § 1983)**

10 Content-based restriction on lawful document-preparer speech fails strict or
11 intermediate scrutiny (*Reed v. Gilbert*, 576 U.S. 155 (2015); *Central Hudson*, supra).
12

13 **DAMAGES SOUGHT**

14 Category	15 Range
16 Compensatory	\$75,000 \$125,000
17 General	\$50,000 – \$100,000
18 Punitive	\$250,000 – \$500,000

19
20 Prevailing-party fees sought under A.R.S. § 12-341.01 and 42 U.S.C. § 1988.
21

22 **IV. PRAYER FOR RELIEF**

23 Defendant respectfully asks the Court:

- 24 1. Dismiss the Verified Petition with prejudice;
25 2. Enter judgment for Defendant on all cross-claims;
26 3. Award damages as above and fees/costs;
27

28 STATE BAR OF ARIZONA V AGUIRRE

- 1 4. Order the State Bar to demonstrate statutory authority over non-lawyers;
- 2
- 3 5. Set an evidentiary hearing with live testimony;
- 4 6. Grant further relief deemed just and proper.

5 **V. EXHIBITS**

6 **Description**

7 Redacted Consulting Agreement.

8
9 30 March 2025 letter to Senior Bar Counsel Lee (quoting 13 Feb 2025
10 email).

11 **EXHIBIT A – Redacted Consulting Agreement**

12
13 *(Filed under seal pursuant to Ariz. Sup. Ct. R. 123.)*

14 **EXHIBIT B – Letter of March 30 2025**

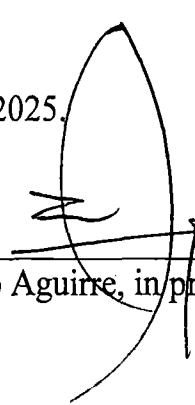
15
16 (Full text attached.)

17 **VERIFICATION**

18
19 I, **Francisco X. Aguirre**, declare under penalty of perjury that the foregoing is
20 true and correct.

21 Dated this 1st Day of July of 2025.

22 Respectfully submitted this 1st Day of July of 2025.

23
24
25 
26 _____
27 Francisco Aguirre, in propria persona

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Original Filed With:
Clerk of the Court

Copy served to:

James Lee, Senior Counsel
State Bar of Arizona
4201 N. 24th St. Suite 100
Phoenix, AZ 85016-6266
EMAIL: Jackie.Brokaw@staff.azbar.org

EXHIBIT A

Exhibit UST-C

CONSULTING SERVICES AGREEMENT

This Consulting Agreement (the "Agreement") is made and entered into by and between Beyond Attorneys LLC, a Consulting and Consumer Advocacy Firm located at 7014 E. Camelback Rd. B100A Scottsdale, AZ 85251 ("Beyond Attorneys LLC") and _____ ("Client").

RECITALS

Beyond Attorneys, LLC is a Consulting and Consumer Advocacy Firm, and the company, not members or employees, are licensed attorneys. Beyond Attorneys LLC provides support services to clients and specializes in assisting clients with civil and criminal disputes. Client desires to employ Beyond Attorneys, LLC to provide support services in connection with a civil matter, and Beyond Attorneys, LLC agrees to provide such services subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. **Scope of Services.** Beyond Attorneys, LLC agrees to provide support services to Client in connection with a civil matter (the "Case"). The scope of services to be provided by Beyond Attorneys, LLC shall be as follows: a. Conduct an initial consultation with Client to determine the nature and extent of the support services required; b. Collect and review all necessary documentation related to the Case; c. Assist Client in completing and submitting all necessary forms and applications related to the Case; d. Communicate with the other parties involved in the Case on behalf of Client; e. Negotiate a settlement or resolution of the Case with other parties involved, if necessary, subject to Client's approval; f. Provide guidance to Client throughout the course of the Case.
2. **Fees.** Beyond Attorneys, LLC shall charge a consulting fee of \$_____. This fee is the entire FEE unless there are additional expenses that may be incurred in connection with the Case. There may be expenses related to this case such as filing, court costs, service fees, administrative fees associated with this case. There is a \$_____ cost for expenses paid by client. Any other cost total related to the preceding which is to be paid at the conclusion of this Agreement. Upon request, Beyond Attorneys, LLC shall provide Client with a written statement of all expenses incurred in connection with the Case upon conclusion. If there are costs incurred by Beyond Attorneys LLC they will be tracked as the case progresses.

Non-Refundable Fees and Deductions

a. **Non-Refundable Fees:** The Client acknowledges and agrees that all fees paid for consulting services rendered by the Beyond Attorneys, LLC under this Agreement are non-refundable at the time the Agreement is signed by both parties. This includes, but is not limited to, initial consultation fees, retainer fees, and any other payments made by the Client for services provided by Beyond Attorneys, LLC. The Client acknowledges that fees are non-refundable because Beyond Attorneys, LLC commits substantial time and resources upon initiation of services.

Client Initials: _____

5b. **Deduction of Incurred Fees:** The Client agrees that any additional fees or costs incurred by Beyond Attorneys, LLC in connection with the services provided, including but not limited to administrative fees, travel expenses, materials, and any other out-of-pocket expenses, will be deducted from the total fees and costs paid by the Client. Beyond Attorneys, LLC shall provide the Client with an itemized statement of any such additional fees or costs incurred at the client's request.

Client Initials: _____

c. **Payment of Additional Costs:** If the additional fees or costs incurred by Beyond Attorneys, LLC exceed the amount paid by the Client, the Client agrees to promptly reimburse Beyond Attorneys, LLC for any outstanding balance. Beyond Attorneys, LLC shall issue an invoice for any such additional costs, which the Client agrees to pay within thirty (5) days of receipt.

Client Initials: _____

d. **Acknowledgment and Acceptance:** By entering into this Agreement, the Client acknowledges and accepts the non-refundable nature of the fees paid and agrees to the deduction of any incurred fees or costs from the payments made. The Client further acknowledges that this clause has been read, understood, and agreed upon before the execution of this Agreement.

Client Initials: _____

e. **Modification of Terms:** Any modifications to this clause must be made in writing and signed by both parties. Verbal agreements or understandings that contradict this clause will not be recognized or enforceable.

Client Initials: _____

3. **Representations and Warranties.** Beyond Attorneys, LLC represents and warrants that it is a Consulting, Paralegal Service, and Advocacy Company and that the company, its subsidiaries not its members or employees, are licensed attorneys. Beyond Attorneys, LLC further represents and warrants that it shall provide the legal support services required under this Agreement in a professional and competent manner. Client acknowledges and agrees that Beyond Attorneys, LLC, its members, or employees are not licensed attorneys and that they will not provide legal advice or represent Client in

court. Beyond Attorneys, LLC is not a law firm and does not engage in the practice of law as defined under Rule 31(a)(2)(A) of the Arizona Supreme Court. We do not provide legal services or advice to individuals or entities.

Our representatives and employees are not authorized to offer legal advice or engage in activities that would constitute the practice of law, including negotiating legal rights or responsibilities, preparing documents to affect or secure legal rights, preparing or expressing legal opinions, or representing individuals or entities in judicial, administrative, or quasi-judicial proceedings or formal dispute resolution processes such as mediation or arbitration. For legal representation or advice, please consult a licensed attorney.

Client Initials: _____

4. **Limitation of Liability.** Beyond Attorneys, LLC shall not be liable for any damages or losses suffered by Client because of any act or omission of any third party, other parties involved in the Case. Waiver of Liability. Aguirre cannot be held liable for any action taken by the Client because of Aguirre's consultation.
5. **Arbitration Clause.** If there is a dispute, the parties agree to go to arbitration instead of filing a lawsuit.
6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral.
8. **Modification.**
9. **Copy Provided in Spanish.** The Client acknowledges that they have been provided with a copy of this Consulting Agreement in Spanish for their review and understanding. This acknowledgment is made to ensure the Client fully comprehends the terms and conditions outlined in this Agreement.

Client Initials: _____

10. **Payment Clause.** This Agreement may not be modified or amended except in writing signed by both parties.
11. **Payment Clause.**

a. Client has paid the entire fee. _____

b. Client has entered a payment plan as follows:

12. If a payment plan, Client is liable for payment, and Beyond Attorneys LLC reserves the right to stop working on this case should the payment plan not be followed through by the Client.

Client Initials: _____

THIS IS _____ THIS IS NOT _____ A CONTINGENCY FEE AGREEMENT

13. Termination Clause

13.1 Right to Terminate: Beyond Attorneys, LLC reserves the sole right to terminate this Agreement under the following circumstances: - Failure of the Client to make payments as outlined in this Agreement. - Any breach of the terms and conditions set forth in this Agreement by the Client. - Failure of the Client to communicate, cooperate, or otherwise fulfill their obligations necessary for the progression of services as determined by Beyond Attorneys, LLC. Non-communication or lack of cooperation by the Client includes, but is not limited to, failure to respond to communications from Beyond Attorneys, LLC within a reasonable timeframe (e.g., seven (7) calendar days), refusal to provide necessary documents or information, or acting in a manner that obstructs the performance of services under this Agreement.

13.2 Notice of Termination: Beyond Attorneys, LLC shall provide the Client with written notice of termination, which will include the specific reasons for termination. The Agreement will terminate seven (7) calendar days following the issuance of such notice unless the Client remedies the issue within that time frame to the satisfaction of Beyond Attorneys, LLC.

13.3 Effect of Termination: Upon termination of this Agreement for any reason: - All fees paid by the Client up to the date of termination are non-refundable and shall be retained by Beyond Attorneys, LLC. - Beyond Attorneys, LLC reserves the right to recover any outstanding fees, costs, or expenses incurred up to the date of termination, including but not limited to research, administrative costs, and consultation fees. - All work performed, and materials prepared by Beyond Attorneys, LLC, including research, communications, and proprietary strategies, shall remain the sole property of Beyond Attorneys, LLC and shall not be released to the Client unless expressly agreed in writing by Beyond Attorneys, LLC. Beyond Attorneys, LLC shall retain all rights to proprietary materials, research, strategies, and other work performed under this Agreement, regardless of whether such materials were shared with the Client during the course of services.

13.4 Limitation of Liability: Upon termination, Beyond Attorneys, LLC shall not be held responsible for any delays, losses, or damages resulting from the cessation of services.

13.5 Dispute Resolution Post-Termination: In the event of any dispute arising from or relating to the termination of this Agreement, the parties agree to resolve such disputes through arbitration as outlined in Section 5 of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first below written.

Beyond Attorneys, LLC
By: Francisco X. Aguirre, MBA, CP

Signature: _____

Date: _____

Date: _____

EXHIBIT B

Exhibit UST-C



Assistant's Direct Line: (602) 340-7250

Sent via email only: fxa@beyondattorneys.com

January 8, 2025

PERSONAL AND CONFIDENTIAL

Francisco X. Aguirre
7014 East Camelback Road, Suite B 100 A
Scottsdale, Arizona 85251

Re: File No: 25-0062
Complainant: Nora Gallardo

Dear Mr. Aguirre:

The State Bar of Arizona received an allegation that you have engaged in the unauthorized practice of law. Enclosed is a copy of the charge. I reviewed the charge and the documents submitted therewith. I have dismissed the charge because I concluded, based on the language in your "Letter of Representation" and "Consulting Services Agreement," that clear and convincing evidence does not exist to prove that you engaged in the unauthorized practice of law in Arizona. However, you may wish to consider modifying the language in the two aforementioned documents to make them clearer to your customers.

Your "Letter of Representation and Limited Power of Attorney" states in section 1, "Scope of Representation," that Beyond Attorneys will act as a consumer advocate in connection with any . . . *negotiations*, and proceedings related to the claims or disputes in the Case on behalf of the Client." (Emphasis added). In section 3 of your "Letter of Representation," "No Legal Advice or Services," however, you state that Beyond Attorneys' representatives and employees are not authorized to offer legal advice or engage in activities that would constitute the practice of law, including *negotiating legal rights or responsibilities*," (Emphasis added). The language in section 1, "Scope of Representation," is likely confusing to your customers and could result in an allegation that you offer to engage in the practice of law by negotiating on their behalf.

Your "Consulting Services Agreement" raises a similar issue. In section 1, "Scope of Services," you state that the scope of services to be provided includes "[n]egotiat[ing] a settlement or resolution of the Case with other parties involved." (Emphasis added). In section 3, "Representations and Warranties," however, you state that Beyond Attorneys' representatives and employees are not authorized to offer legal advice or engage in activities that would constitute the practice of law, including *negotiating legal rights or responsibilities*," (Emphasis added). The language in section 1, "Scope of Services," is likely confusing to your customers and could result in an allegation that you offer to engage in the practice of law by negotiating on their behalf.

In addition to the above, I believe there may be a typographical error in the first sentences of the sections titled "Recitals" and "Representations and Warranties" in your "Consulting

Services Agreement." It appears you intended to state that **neither** the company **nor** its members or employees are licensed attorneys. You may wish to determine whether you should amend the language in that sentence.

You may additionally wish to consider amending the language in the third sentence in the "Not an Attorney" section of your "Consulting Services Agreement." It states that you "only consult[] and recommend[] courses of action." You should be aware that suggesting the best method of addressing a legal matter may be considered the practice of law (the practice of law includes "preparing or expressing legal opinions to or for another person or entity," Rule 31(b)(1), Ariz. R. Sup. Ct.). Providing a person with legal options available to them, however, may not be considered the practice of law.

You should familiarize yourself with Arizona Supreme Court Rules 31, 31.1, 31.2, 31.3, and 33(c). Arizona Supreme Court Rule 31(b) defines the "practice of law" as "providing legal advice or services to or for another by: (1) preparing or expressing legal opinions to or for another person or entity; (2) representing a person or entity in a judicial, quasi-judicial, or administrative proceeding, or other formal dispute resolution process such as arbitration or mediation; (3) preparing a document in any medium, on behalf of a specific person or entity for filing in any court, administrative agency, or tribunal; (4) negotiating legal rights or responsibilities on behalf of a specific person or entity; or (5) preparing a document, in any medium, intended to affect or secure a specific person's or entity's legal rights."

In conjunction with Rule 31(b), Arizona Supreme Court Rule 31.2 states that unless a person, entity or alternative business structure (ABS) is authorized to practice law in Arizona pursuant to Rule 31.1(a), (c) or Rule 31.3, they "must not: (a) engage in the practice of law or provide legal services in Arizona; or (b) use the designations 'lawyer,' 'attorney at law,' 'counselor at law,' 'law,' 'law office,' 'J.D.,' 'Esq.,' 'alternative business structure (ABS),' or other equivalent words that are reasonably likely to induce other to believe that the person or entity is authorized to engage in the practice of law or provide legal services in Arizona."

Although the charge has been dismissed, the State Bar's receipt of the charge that you allegedly engaged in the unauthorized practice of law will remain a matter of public record unless a superior court enters a protective order pursuant to Arizona Supreme Court Rule 80(b)(6). Pursuant to Arizona Supreme Court Rules 71 and 80(c), the State Bar file may be expunged in three years.

Pursuant to Arizona Supreme Court Rule 78(b)(5), the dismissal letter I sent to the complaining party included a notice of her right to sue on her own behalf in superior court.

Sincerely,

James D. Lee

James D. Lee
Senior Bar Counsel/Unauthorized Practice of Law Counsel

JDL/jlb

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is made and entered into by and between Beyond Attorneys LLC, a Consulting and Consumer Advocacy Firm located at 7104 E. Camelback Rd. B100A Scottsdale, AZ 85251 ("Beyond Attorneys LLC") and Nora Gallardo ("Client").

RECITALS

Beyond Attorneys, LLC is a Consulting and Consumer Advocacy Firm, and the company, not its members or employees, are licensed attorneys. Beyond Attorneys LLC provides support services to clients and specializes in assisting clients with civil and criminal disputes. Client desires to employ Beyond Attorneys, LLC to provide support services in connection with a civil matter, and Beyond Attorneys, LLC agrees to provide such services subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. **Scope of Services.** Beyond Attorneys, LLC agrees to provide support services to Client in connection with a civil matter (the "Case"). The scope of services to be provided by Beyond Attorneys, LLC shall be as follows:
 - a. Conduct an initial consultation with Client to determine the nature and extent of the support services required;
 - b. Collect and review all necessary documentation related to the Case;
 - c. Assist Client in completing and submitting all necessary forms and applications related to the Case;
 - d. Communicate with the other parties involved in the Case on behalf of Client;
 - e. Negotiate a settlement or resolution of the Case with other parties involved, if necessary, subject to Client's approval;
 - f. Provide guidance to Client throughout the course of the Case.
2. **Fees.** Beyond Attorneys, LLC shall charge a consulting fee of \$2,000.00 This fee is the entire FEE unless there are additional expenses that may be incurred in connection with the Case. There may be expenses related to this case such as filing, court costs, service fees, and administrative fees associated with this case. The cost is \$1,000.00 and non-refundable, which is deferred. Upon request, Beyond Attorneys, LLC shall provide Client with a written statement of all expenses incurred in connection with the Case upon conclusion. If there are costs incurred by Beyond Attorneys LLC they will be tracked as the case progresses.

Non-Refundable Fees and Deductions

- a. **Non-Refundable Fees:** The Client acknowledges and agrees that all fees paid for consulting services rendered by the Beyond Attorneys, LLC under this Agreement are non-refundable at the time the Agreement is signed by both parties. This includes, but is not limited to, initial consultation fees, retainer fees, and any other payments made by the Client for services provided by Beyond Attorneys, LLC.

Client Initials: 

b. **Deduction of Incurred Fees:** The Client agrees that any additional fees or costs incurred by Beyond Attorneys, LLC in connection with the services provided, including but not limited to administrative fees, travel expenses, materials, and any other out-of-pocket expenses, will be deducted from the total fees and costs paid by the Client. Beyond Attorneys, LLC shall provide the Client with an itemized statement of any such additional fees or costs incurred, at the client's request.

Client Initials:

c. **Payment of Additional Costs:** If the additional fees or costs incurred by Beyond Attorneys, LLC exceed the amount paid by the Client, the Client agrees to promptly reimburse Beyond Attorneys, LLC for any outstanding balance. Beyond Attorneys, LLC shall issue an invoice for any such additional costs, which the Client agrees to pay within thirty (5) days of receipt.

Client Initials:

d. **Acknowledgment and Acceptance:** By entering into this Agreement, the Client acknowledges and accepts the non-refundable nature of the fees paid and agrees to the deduction of any incurred fees or costs from the payments made. The Client further acknowledges that this clause has been read, understood, and agreed upon before the execution of this Agreement.

Client Initials:

e. **Modification of Terms:** Any modifications to this clause must be made in writing and signed by both parties. Verbal agreements or understandings that contradict this clause will not be recognized or enforceable.

3. **Representations and Warranties.** Beyond Attorneys, LLC represents and warrants that it is a Legal Consulting, Paralegal Service, and Advocacy Company and that the company, not its members or employees, are licensed attorneys. Beyond Attorneys, LLC further represents and warrants that it shall provide the legal support services required under this Agreement in a professional and competent manner. Client acknowledges and agrees that Beyond Attorneys, LLC, its members, or employees are not licensed attorneys and that they will not provide legal advice or represent Client in court. Beyond Attorneys, LLC is not a law firm and does not engage in the practice of law as defined under Rule 31(a)(2)(A) of the Arizona Supreme Court. We do not provide legal services or advice to individuals or entities. Our representatives and employees are not authorized to offer legal advice or engage in activities that would constitute the practice of law, including negotiating legal rights or responsibilities, preparing documents to affect or secure legal rights, preparing or expressing legal opinions, or representing individuals or entities in judicial, administrative, or quasi-judicial proceedings or formal dispute resolution processes such as mediation or arbitration. For legal representation or advice, please consult a licensed attorney.

Not an Attorney. Francisco Aguirre does NOT GIVE LEGAL ADVICE. CLIENT HAS THE option of hiring an attorney who may provide legal advice. Aguirre only consults and recommends courses of action, but it is ultimately the client's decision to proceed with a course of action. Aguirre CANNOT represent Client in court.

Client Initials:

4. **Limitation of Liability.** Beyond Attorneys, LLC shall not be liable for any damages or losses suffered by Client because of any act or omission of any third party, other parties involved in the Case.

Waiver of Liability. Aguirre cannot be held liable for any action taken by the Client because of Aguirre's consulting.

5. **Arbitration Clause.** If there is a dispute, the parties agree to go to arbitration instead of filing a lawsuit.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral.

8. **Modification.** This Agreement may not be modified or amended except in writing signed by both parties.

9. **Payment Clause.**

a. Client has paid the entire fee. Costs as requested by Beyond Attorneys, LLC


b. Client has entered a payment plan as follows:

10. If a payment plan, Client is liable for payment, and Beyond Attorneys LLC reserves the right to stop working on this case should the payment plan not be followed through by the Client.

Client Initials: 

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first below written.

Beyond Attorneys, LLC
By: Francisco X. Aguirre, MBA, CP

Signature: 

Date: 10/5/24

Nora Gallardo

Signature: 

Date: 10.5.2024

LETTER OF REPRESENTATION AND LIMITED POWER OF ATTORNEY

From: Beyond Attorneys, LLC
7014 E. Camelback Rd. Suite B100A
Scottsdale, AZ 85251
Not a Law Firm
Resolution Management Consultants
Phone: 602-228-8507
Email: fxa@beyondattorneys.com

To: ALL PARTIES

Re: Nora Gallardo v. Jose Rodriguez FC2024-000794

This Letter of Representation and Limited Power of Attorney ("Agreement") is made and entered into by and between Beyond Attorneys, LLC ("Beyond Attorneys"), located at 7014 E. Camelback Rd. Suite B100A, Scottsdale, AZ 85251, and Nora Gallardo (Client")

1. Scope of Representation

Client hereby retains and authorizes Beyond Attorneys to act as a consumer advocate in connection with any claims, disputes, or proceedings arising out of or related to the above-referenced case ("the Case"). Beyond Attorneys shall handle all communications, negotiations, and proceedings related to the claims or disputes in the Case on behalf of the Client.

2. Limited Power of Attorney

Client grants Beyond Attorneys a limited power of attorney solely for the purposes of communicating with all parties involved in the Case, including but not limited to, companies, organizations, and government agencies. Beyond Attorneys is authorized to sign documents, make inquiries, and take actions that are reasonably necessary to advocate on behalf of the Client in connection with the Case.

Cashing and Negotiating Checks/Drafts: Client authorizes Beyond Attorneys to cash, deposit, and negotiate any checks or drafts made payable to the Client related to the Case. Beyond Attorneys is empowered to endorse such checks or drafts on behalf of the Client for the purpose of finalizing settlements, payments, or any related transactions

3. No Legal Advice or Services

Client acknowledges and agrees that Beyond Attorneys is NOT a law firm and that its employees are NOT licensed attorneys. Beyond Attorneys does not and will not provide legal advice. The services provided by Beyond Attorneys are limited to advocacy, resolution management consultation, and assistance with dispute resolution. The Client is advised to seek legal counsel from a licensed attorney if legal advice or representation is required. Beyond Attorneys, LLC is not a law firm and does not engage in the practice of law as defined under Rule 31(a)(2)(A) of

the Arizona Supreme Court. We do not provide legal services or advice to individuals or entities. Our representatives and employees are not authorized to offer legal advice or engage in activities that would constitute the practice of law, including negotiating legal rights or responsibilities, preparing documents to affect or secure legal rights, preparing or expressing legal opinions, or representing individuals or entities in judicial, administrative, or quasi-judicial proceedings or formal dispute resolution processes such as mediation or arbitration. For legal representation or advice, please consult a licensed attorney.

4. Correspondence and Communication

All correspondence and communication regarding the Case should be directed to Beyond Attorneys at the following contact information:

Beyond Attorneys, LLC
Attn: Francisco Aguirre
7014 E. Camelback Rd. Suite B100A
Scottsdale, AZ 85251
Email: fxa@beyondattorneys.com
Phone: 602-228-8507

5. Termination of Representation

Either party may terminate this Agreement at any time upon written notice to the other party. Upon termination, Beyond Attorneys will cease all activities on behalf of the Client related to the Case.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

7. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, understandings, or representations, whether written or oral, concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Representation and Limited Power of Attorney as of the date first above written.

Client

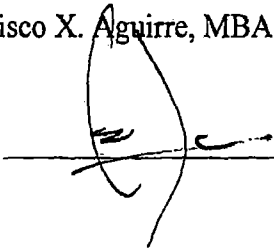


Nora Gallardo

Date: 10.5.2024

Beyond Attorneys, LLC

Francisco X. Aguirre, MBA CP

Date: 

///

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is made and entered into by and between Beyond Attorneys LLC, a Consulting and Consumer Advocacy Firm located at 7104 E. Camelback Rd. B100A Scottsdale, AZ 85251 ("Beyond Attorneys LLC") and Nora Gallardo ("Client").

RECITALS

Beyond Attorneys, LLC is a Consulting and Consumer Advocacy Firm, and the company, not its members or employees, are licensed attorneys. Beyond Attorneys LLC provides support services to clients and specializes in assisting clients with civil and criminal disputes. Client desires to employ Beyond Attorneys, LLC to provide support services in connection with a civil matter, and Beyond Attorneys, LLC agrees to provide such services subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. **Scope of Services.** Beyond Attorneys, LLC agrees to provide support services to Client in connection with a civil matter (the "Case"). The scope of services to be provided by Beyond Attorneys, LLC shall be as follows:
 - a. Conduct an initial consultation with Client to determine the nature and extent of the support services required;
 - b. Collect and review all necessary documentation related to the Case;
 - c. Assist Client in completing and submitting all necessary forms and applications related to the Case;
 - d. Communicate with the other parties involved in the Case on behalf of Client;
 - e. Negotiate a settlement or resolution of the Case with other parties involved, if necessary, subject to Client's approval;
 - f. Provide guidance to Client throughout the course of the Case.

2. **Fees.** Beyond Attorneys, LLC shall charge a consulting fee of \$850.00. This fee is the entire FEE unless there are additional expenses that may be incurred in connection with the Case. There may be expenses related to this case such as filing, court costs, service fees, and administrative fees associated with this case. The cost is \$750.00 and non-refundable, which is deferred. Upon request, Beyond Attorneys, LLC shall provide Client with a written statement of all expenses incurred in connection with the Case upon conclusion. If there are costs incurred by Beyond Attorneys LLC they will be tracked as the case progresses.

Non-Refundable Fees and Deductions

- a. **Non-Refundable Fees:** The Client acknowledges and agrees that all fees paid for consulting services rendered by the Beyond Attorneys, LLC under this Agreement are non-refundable at the time the Agreement is signed by both parties. This includes, but is not limited to, initial consultation fees, retainer fees, and any other payments made by the Client for services provided by Beyond Attorneys, LLC.

Client Initials: _____

b. **Deduction of Incurred Fees:** The Client agrees that any additional fees or costs incurred by Beyond Attorneys, LLC in connection with the services provided, including but not limited to administrative fees, travel expenses, materials, and any other out-of-pocket expenses, will be deducted from the total fees and costs paid by the Client. Beyond Attorneys, LLC shall provide the Client with an itemized statement of any such additional fees or costs incurred, at the client's request.

Client Initials: _____

c. **Payment of Additional Costs:** If the additional fees or costs incurred by Beyond Attorneys, LLC exceed the amount paid by the Client, the Client agrees to promptly reimburse Beyond Attorneys, LLC for any outstanding balance. Beyond Attorneys, LLC shall issue an invoice for any such additional costs, which the Client agrees to pay within thirty (5) days of receipt.

Client Initials: _____

d. **Acknowledgment and Acceptance:** By entering into this Agreement, the Client acknowledges and accepts the non-refundable nature of the fees paid and agrees to the deduction of any incurred fees or costs from the payments made. The Client further acknowledges that this clause has been read, understood, and agreed upon before the execution of this Agreement.

Client Initials: _____

e. **Modification of Terms:** Any modifications to this clause must be made in writing and signed by both parties. Verbal agreements or understandings that contradict this clause will not be recognized or enforceable.

3. **Representations and Warranties.** Beyond Attorneys, LLC represents and warrants that it is a Legal Consulting, Paralegal Service, and Advocacy Company and that the company, not its members or employees, are licensed attorneys. Beyond Attorneys, LLC further represents and warrants that it shall provide the legal support services required under this Agreement in a professional and competent manner. Client acknowledges and agrees that Beyond Attorneys, LLC, its members, or employees are not licensed attorneys and that they will not provide legal advice or represent Client in court. Beyond Attorneys, LLC is not a law firm and does not engage in the practice of law as defined under Rule 31(a)(2)(A) of the Arizona Supreme Court. We do not provide legal services or advice to individuals or entities. Our representatives and employees are not authorized to offer legal advice or engage in activities that would constitute the practice of law, including negotiating legal rights or responsibilities, preparing documents to affect or secure legal rights, preparing or expressing legal opinions, or representing individuals or entities in judicial, administrative, or quasi-judicial proceedings or formal dispute resolution processes such as mediation or arbitration. For legal representation or advice, please consult a licensed attorney.

Not an Attorney. Francisco Aguirre does NOT GIVE LEGAL ADVICE. CLIENT HAS THE option of hiring an attorney who may provide legal advice. Aguirre only consults and recommends courses of action, but it is ultimately the client's decision to proceed with a course of action. Aguirre CANNOT represent Client in court.

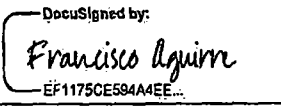
Client Initials: _____

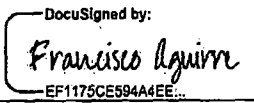
- 4. **Limitation of Liability.** Beyond Attorneys, LLC shall not be liable for any damages or losses suffered by Client because of any act or omission of any third party, other parties involved in the Case.
Waiver of Liability. Aguirre cannot be held liable for any action taken by the Client because of Aguirre's consulting.
- 5. **Arbitration Clause.** If there is a dispute, the parties agree to go to arbitration instead of filing a lawsuit.
- 6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- 7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral.
- 8. **Modification.** This Agreement may not be modified or amended except in writing signed by both parties.
- 9. **Payment Clause.**
 - a. Client has paid the entire fee.
 - b. Client has entered a payment plan as follows:
Fee is contingent to Case Resolution. Fees are deferred to be paid upon settlement.
- 10. If a payment plan, Client is liable for payment, and Beyond Attorneys LLC reserves the right to stop working on this case should the payment plan not be followed through by the Client.
Client Initials:

Initial


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first below written.

Beyond Attorneys, LLC
By: Francisco X. Aguirre, MBA, CP

Signature:
Date: 10/2/2024


Nora Gallardo
Signature:
Date: 10/2/2024


Carlos & Maria Fernandez

detectors in rental units. This failure poses a grave safety risk and is a serious infraction under Arizona law.

- **The bathroom is infested with cockroaches**, making the bathroom area unsanitary and unfit for use.
- **Kitchen filled with grease**, with surfaces and appliances not cleaned from the previous tenant, despite the expectation of a clean and livable condition upon move-in.
- **Dirty kitchen cabinets**, which were left unclean and in unsatisfactory condition.
- **Grease accumulates in the bell for the smoke alarm above the burners**, presenting both a fire and safety hazard.

Ms. Gallardo repeatedly asked that these deficiencies be remedied. In response, you made verbal assurances and false promises, but no substantive action was taken to address the habitability issues. These actions, or lack thereof, constitute deceptive and bad faith practices on your part, violating Ms. Gallardo's rights as a tenant under Arizona law.

Moreover, pursuant to the terms of the rental agreement, your contract is flawed. **Paragraphs 8 and 9** of the rental contract, which refer to the move-in condition checklist, were filled out without Ms. Gallardo's input or opportunity to inspect the property. The "OK" section of the checklist, indicating the condition of the premises, was pre-filled prior to Ms. Gallardo's occupancy and without her consent or acknowledgment. This is a material breach of the contract, and any reliance on this checklist to absolve your responsibilities is legally invalid.

Additionally, **Paragraph 7** of the contract stipulates that the security deposit is to be returned if the tenant leaves the property in the same condition as it was provided, subject to ordinary wear and tear. Ms. Gallardo did exactly that. Any claim to the contrary is without merit, as she left the property in no worse condition than when she received it.

Pursuant to **A.R.S. § 33-1321**, landlords are required to return a tenant's security deposit within fourteen (14) days after the tenant vacates the property, provided that the property has been left in the condition specified by the lease agreement. You have exceeded this deadline. Furthermore, your failure to return the security deposit in a timely manner, coupled with the habitability issues detailed above, exposes you to legal consequences, including penalties for wrongful retention of funds.

Given the above infractions and your subsequent refusal to refund the amounts owed, we demand that you immediately refund Ms. Gallardo the sum of \$2,900, which includes:

- **\$1,200 Security Deposit**
- **\$1,700 Rent Payment**

Ms. Gallardo will not hesitate to pursue all legal avenues available to her under Arizona law to recover her funds. This includes but is not limited to:

1. **Filing a formal complaint with the Arizona Department of Housing**, which oversees landlord-tenant disputes and habitability issues. Your failure to comply with health and

Carlos & Maria Fernandez

- safety requirements, including the lack of smoke detectors, may result in severe penalties and sanctions.
2. **Filing a complaint with the Arizona Attorney General's Office**, alleging fraudulent and deceptive business practices. Your misrepresentations regarding the condition of the property and your refusal to honor your commitment to refund the security deposit and rent payments expose you to potential fraud investigations.
 3. **Pursuing a civil lawsuit** to recover the amounts owed, as well as damages for breach of contract, violations of Arizona's Residential Landlord and Tenant Act (A.R.S. § 33-1301 et seq.), and any additional legal costs incurred.

Please be advised that Arizona law affords tenants significant protections against landlords who fail to maintain rental units in habitable condition and those who engage in fraudulent practices. In addition to returning the funds, you may also be liable for additional damages for bad faith conduct, wrongful withholding of security deposits, and violations of health and safety standards.

Failure to comply with this demand within five (5) days of receipt will result in immediate legal action. We strongly advise you to resolve this matter by promptly returning the full amount owed. Should you fail to do so, Ms. Gallardo will seek relief through the courts and all relevant regulatory authorities, and you will be held accountable for all legal repercussions.

Sincerely,



Francisco X. Aguirre, MBA CP

The Biting Edge

FAMILY DENTISTRY
THREE GENERATIONS IN ARIZONA

AESTHETIC, CONTEMPORARY RESTORATIVE ORTHODONTICS & COSMETIC REHABILITATION

January 7th, 2025

Francisco Aguirre
6929 E. Scottsdale Road, #11
Scottsdale, AZ 85251

Dear Mr. Aguirre:

I have received your email and have just become aware of your issue with my dental assistant, Nora Gallardo. I understand this is a personal complaint, yet it affects me and my dental practice that I have worked to perfect for over 31 years.

I want to sincerely apologize for the inappropriate and unprofessional response from Nora to your text message. This is not the type of communication I permit in my office or from my team.

It is not our office policy for patients to contact employees on their personal phones. We do have an emergency contact number that directs all emergency calls to me directly.

Corrective actions will be taken with the employee involved and a team-wide review will be conducted regarding our policy of handling patient interactions and complaints. This will ensure that all employees will be trained in the process and procedures of patient interactions.

I do have you scheduled tomorrow, Wednesday January 8th, 2025. From your email, I understand that you will be seeking treatment with another provider. I completely understand your reasons for not wanting to continue treatment in my office. I will have that appointment cancelled for you.

Again, I want to apologize for the very improper and tasteless response to your text message by my employee. I value patient satisfaction and strive to be professional in every aspect of my dental practice.

Sincerely,



Michael A. Smith, DMD
MAS/js



Re: State Bar File No. 25-0062 - Aguirre

From Francisco Aguirre <fxa@beyondlawoffice.com>
 Date Sun 2025-03-30 9:27 AM
 To Jackie Brokaw <Jackie.Brokaw@staff.azbar.org>

2 attachments (5 MB)

Nora Gallardo -Consulting Services & LOR and POA.pdf; Gallardo -Letter of Apology to Aguirre.pdf;

March 30, 2025

Via Email

Jim Lee, Senior Bar Counsel
 State Bar of Arizona
 4201 N. 24th St., Suite 100
 Phoenix, AZ 85016-6266
 Email: Jim.Lee@staff.azbar.org

Cc: Jackie Brokaw, Bar Counsel
 Email: Jackie.Brokaw@staff.azbar.org

Re: Response to Allegations by Nora Gallardo – Francisco Aguirre, State Bar No. 25-0062

Dear Mr. Lee:

I write in my capacity as the subject of the above-referenced matter and in propria persona, although I reserve the right to be represented by counsel for ethics issues as needed. I categorically and unequivocally deny every single allegation made by Ms. Nora Gallardo in her communications with your office. Her claims are not only demonstrably false but are part of a troubling pattern of retaliatory and defamatory behavior, including false statements made to her employer regarding my professional conduct, mischaracterizations submitted to your office about our agreements, and deliberate misrepresentations intended to harm my reputation and business interests that I will be addressing in pending legal actions.

1. Nature of Relationship & Disclaimers

At all relevant times, Ms. Gallardo contracted with *Beyond Attorneys, LLC*, a duly registered **consulting and consumer advocacy firm, not a law firm**. Multiple written agreements executed by Ms. Gallardo — including but not limited to Consulting Services Agreements and Letters of Representation — explicitly state in bold, plain language that:

"Beyond Attorneys, LLC is not a law firm... its employees are not licensed attorneys... and do not provide legal advice or legal representation... Francisco Aguirre does not give legal advice."

Ms. Gallardo acknowledged and **initialed these disclaimers in multiple places**, signed all relevant agreements via DocuSign or in person, and was advised of her right to consult a licensed attorney. (See attached files)

2. Ms. Gallardo's Personal Drafting and Signature of All Court Documents

Contrary to her claims, Ms. Gallardo personally prepared and executed **every single court filing** in the referenced

Her own handwriting, personal content, and DocuSign metadata confirm this. Beyond Attorneys provided general consumer consulting support only. At no point did I or my office practice law, draft pleadings for filing, or provide legal advice. At most, I reviewed Ms. Gallardo's drafts for typographical clarity upon her request, but I did not substantively edit or author the pleadings.

3. Retaliatory and Unprofessional Behavior by Complainant

Ms. Gallardo's motivations appear retaliatory and personal in nature. She invited me to a dental practice where she works to undergo a molar extraction. That interaction became unprofessional and hostile. Following this encounter, the supervising dentist issued a letter of apology to me due to Ms. Gallardo's inappropriate conduct. (See attached Apology Letter from her employer to Aguirre).

Following that episode, Ms. Gallardo's frustration with her ongoing family court case appears to have been redirected toward me and Beyond Attorneys. She has since made knowingly false claims in what amounts to **defamation and intentional misrepresentation**.

4. Concerns Regarding Bar Counsel Conduct

I must also express my concern regarding the tone and approach taken by your office, particularly the February 13, 2025 email in which you wrote that you "**anxiously await**" Ms. Gallardo's response. Such language — specifically your statement that you "anxiously await receipt of [Ms. Gallardo's] response" — suggests a prejudgment of the matter and a presumption of wrongdoing. This is deeply troubling and raises serious questions about impartiality and due process.

Accordingly, I respectfully demand that any inquiries be conducted with impartiality, and that no inference of misconduct be made absent verified, objective evidence. I also request that your office conduct this inquiry with neutrality and avoid language that could be construed as biased or leading.

6. Affirmative Action Preserved

Please be advised that I reserve the right to retain counsel and intend to pursue the following legal remedies, including the preparation and imminent filing of a defamation lawsuit:

- **Filing a defamation lawsuit** against Ms. Gallardo in Maricopa County Superior Court, based on her false, malicious, and damaging statements to your office and others.
- **Preserving all rights** to file a formal grievance or bar complaint against your office for creating a prejudicial and biased investigative environment.

Throughout all interactions with Ms. Gallardo, I have maintained full compliance with Arizona's laws and professional boundaries for non-attorneys, and I remain committed to consumer advocacy without encroaching upon the practice of law. I take this matter very seriously. I expect that any further investigation by your office will be conducted in a fair, impartial, and evidence-based manner.

Respectfully,

Francisco X. Aguirre, MBA CP

Beyond Attorneys, LLC

Not a Law Firm

7014 E. Camelback Rd.

Suite B100A

Scottsdale, AZ 85251

602.228.8507

fxa@beyondattorneys.com

Exhibit UST-C

Consultants & Consumer Advocates

Legal Consultant at Gaxiola Law Group

Independent Contractor -Paralegal at Thomas Law PLLC

Beyond Attorneys, LLC is not a law firm and does not engage in the practice of law as defined under Rule 31(a)(2)(A) of the Arizona Supreme Court. We do not provide legal services or advice to individuals or entities. Our representatives and employees are not authorized to offer legal advice or engage in activities that would constitute the practice of law, including negotiating legal rights or responsibilities, preparing documents to affect or secure legal rights, preparing or expressing legal opinions, or representing individuals or entities in judicial, administrative, or quasi-judicial proceedings or formal dispute resolution processes such as mediation or arbitration. For legal representation or advice, please consult a licensed attorney.

From: Jackie Brokaw <Jackie.Brokaw@staff.azbar.org>

Sent: Wednesday, March 26, 2025 1:20 PM

To: Francisco Aguirre <fxa@beyondlawoffice.com>

Subject: RE: State Bar File No. 25-0062 - Aguirre

Mr. Aguirre,

Your request for extension has been approved by the Chief Bar Counsel. Your response is now due April 1st.

Jackie



Jackie Brokaw, Lead Legal Secretary

State Bar of Arizona

4201 N. 24th St., Suite 100 | Phoenix, AZ 85016-6266

T : 602.340.7250 F : 602.416.7450

EMAIL: Jackie.Brokaw@staff.azbar.org

www.azbar.org

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From: Francisco Aguirre <fxa@beyondlawoffice.com>

Sent: Tuesday, March 25, 2025 4:39 PM

To: Jackie Brokaw <Jackie.Brokaw@staff.azbar.org>

Subject: Re: State Bar File No. 25-0062 - Aguirre

Dear Ms. Brokaw and Mr. Lee,

Exhibit UST-C

Case 25-33487-nyl Doc 969-3 Filed 03/27/26 Entered 03/27/26 09:25:03 Desc
Exhibit UST-C Page 33 of 35
the bar complaint referenced in our ongoing correspondence. While I fully recognize and do not diminish the seriousness of the matter, I recently experienced an unforeseen and deeply personal loss: the passing of my mother. We laid her to rest this past Friday, March 21st.

This has been an extraordinarily difficult time, and while I have made every effort to remain on track, I need just a few additional days to finalize and submit a response that is thoughtful and complete.

Please know that the response will be in your inbox without delay on or before April 1, 2025. I remain committed to fully cooperating with the Bar and sincerely appreciate your understanding and compassion under these circumstances.

Respectfully,

Francisco X. Aguirre, MBA CP

Beyond Attorneys, LLC

Not a Law Firm

7014 E. Camelback Rd.

Suite B100A

Scottsdale, AZ 85251

602.228.8507

fxa@beyondattorneys.com

beyondattorneys.com

Consultants & Consumer Advocates

Legal Consultant at Gaxiola Law Group

Independent Contractor -Paralegal at Thomas Law PLLC

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From: Jackie Brokaw <Jackie.Brokaw@staff.azbar.org>

Sent: Tuesday, March 4, 2025 10:32 AM

To: Francisco Aguirre <fxa@beyondlawoffice.com>

Subject: RE: State Bar File No. 25-0062 - Aguirre

Mr. Aguirre,

Your extension request has been approved. Your new due date is March 25, 2025.

From: Francisco Aguirre <fxa@beyondlawoffice.com>

Sent: Monday, March 3, 2025 6:33 PM

To: Jackie Brokaw <Jackie.Brokaw@staff.azbar.org>

Subject: Re: State Bar File No. 25-0062 - Aguirre

Dear Ms. Brokaw,

I kindly request a 20-day extension to my reply. My mother passed three days ago and had to come to Los Angeles to make arrangements for her funeral and burial.

I will address the email below when I return to the office.

Exhibit UST-C

Francisco X. Aguirre, MBA CP

Beyond Attorneys, LLC

Not a Law Firm

7014 E. Camelback Rd.

Suite B100A

Scottsdale, AZ 85251

602.228.8507

fxa@beyondattorneys.com

beyondattorneys.com

Consultants & Consumer Advocates

Legal Consultant at Gaxiola Law Group

Independent Contractor -Paralegal at Thomas Law PLLC

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From: Jackie Brokaw <Jackie.Brokaw@staff.azbar.org>

Sent: Thursday, February 13, 2025 3:17 PM

To: fxa@beyondattorneys.com <fxa@beyondattorneys.com>

Subject: State Bar File No. 25-0062 - Aguirre

Good afternoon,

Attached is a letter from Senior Bar Counsel James Lee regarding the above-referenced matter. There are 7 attachments to the letter.

Thank you,

Jackie



Jackie Brokaw, Lead Legal Secretary
State Bar of Arizona

4201 N. 24th St., Suite 100 | Phoenix, AZ 85016-6266

T : 602.340.7250 F : 602.416.7450

EMAIL: Jackie.Brokaw@staff.azbar.org

www.azbar.org

Serving the public and enhancing the legal profession.

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Exhibit UST-C

Beware External Email - Think Before You Act

Links and attachments should not be opened unless expected or verified

Beware External Email - Think Before You Act

Links and attachments should not be opened unless expected or verified

1 James D. Lee, Bar #011586
Senior Counsel, State Bar of Arizona
2 4201 N. 24th Street, Suite 100
Phoenix, Arizona 85016-6266
3 Jackie.Brokaw@staff.azbar.org

4 Daniel O. King, Bar #026550
Jonathan P. Barnes, Jr., Bar #028014
5 JONES, SKELTON & HOCHULI P.L.C.
40 N. Central Avenue, Suite 2700
6 Phoenix, Arizona 85004
Telephone: (602) 263-4437
7 Fax: (602) 200-7813
dking@jshfirm.com
8 jbarnes@jshfirm.com
minuteentries@jshfirm.com

9 Attorneys for State Bar of Arizona

10 **SUPERIOR COURT OF THE STATE OF ARIZONA**

11 **COUNTY OF MARICOPA**

12 STATE BAR OF ARIZONA,

13 Plaintiff,

14 v.

15 FRANCISCO X. AGUIRRE, AN
16 INDIVIDUAL; AND BEYOND
ATTORNEYS, LLC,

17 Defendants.

18 _____
19 FRANCISCO X. AGUIRRE

20 Counterclaimant,

21 v.

22 STATE BAR OF ARIZONA,

23 Counterclaim Defendant

NO. CV2025-008737

**STATE BAR OF ARIZONA'S MOTION TO
DISMISS FRANCISCO X. AGUIRRE'S
COUNTERCLAIMS**

(Assigned to the Honorable Randall Warner)

1 The State Bar moves to dismiss Aguirre’s counterclaims under Rule 12(b)(6). The
2 State Bar brought this action against Aguirre and Beyond Attorneys LLC pursuant to Supreme
3 Court Rule 79(a) based on allegations of the unauthorized practice of law. Aguirre, who is not a
4 licensed attorney, and thus cannot lawfully represent Beyond Attorneys LLC, asserted
5 counterclaims against the State Bar on his own behalf. Those counterclaims require dismissal
6 because the State Bar is entitled to immunity and Aguirre failed to plead sufficient facts that could
7 state a claim upon which relief can be granted. The attached Rule 7.1(h) certificate of good faith
8 consultation satisfies the State Bar’s obligation under Rule 12(j).

9 **I. FACTS**

10 Aguirre failed to plead any facts in support of his counterclaims against the State
11 Bar. Instead, he lists the following claims and conclusory allegations:

12 **Malicious prosecution / Retaliation:** “[State Bar] filed this action despite
13 possessing disclaimers disproving [unauthorized practice of law]; email shows retaliatory
14 motive.” Countercl., 5:13–14.

15 **Defamation:** “Bar counsel’s statements to third parties that Defendant ‘preys on
16 litigants’ are false and reckless.” *Id.* at 5:19–21.

17 **Abuse of Process:** “Injunction proceeding used not for consumer protection but to
18 punish a perceived competitor.” *Id.* at 6:1–3.

19 **Violation of Due Process:** “Biased prosecution without notice or neutral
20 investigator violates Fourteenth Amendment due process.” *Id.* at 6:6–8.

21 **Violation of Free Speech:** “Content-based restriction on lawful document-preparer
22 speech fails strict or intermediate scrutiny.” *Id.* at 6:10–12.

23 **II. STANDARD OF REVIEW**

24 The standard of review for a Rule 12(b)(6) motion to dismiss is a familiar one.
25 “When adjudicating a Rule 12(b)(6) motion to dismiss, Arizona courts look only to the pleading

1 itself and consider the well-pled factual allegations contained therein.” *Cullen v. Auto-Owners*
2 *Ins. Co.*, 218 Ariz. 417, 419, ¶ 7 (2008). Conclusory statements are insufficient to satisfy Rule
3 8’s requirements, and a court may not “speculate about hypothetical facts that might entitle the
4 plaintiff to relief.” *Id.* at 419–20 ¶¶ 7, 14 (citation omitted). Arizona courts also will not assume
5 the truth of “conclusions of law, inferences or deductions that are not necessarily implied by well-
6 pleaded facts, unreasonable inferences or unsupported conclusions from such facts, or legal
7 conclusions alleged as facts.” *Swift Transp. Co. of Ariz. L.L.C. v. Ariz. Dep’t of Revenue*, 249
8 Ariz. 382, 385 ¶ 14 (App. 2020) (citation omitted).

9 **III. ARGUMENT**

10 Dismissal under Rule 12(b)(6) is appropriate because the State Bar is entitled to
11 immunity and Aguirre failed to allege sufficient facts that could state a claim upon which relief
12 can be granted.

13 **A. The State Bar is entitled to Rule-based immunity.**

14 Supreme Court Rules provide the State Bar with immunity for conduct in
15 connection with prosecuting the unauthorized practice of law. According to Rule 80(a)(6),
16 “[b]oard members, bar counsel, unauthorized practice of law counsel, volunteer bar counsel,
17 investigators, and state bar and court staff shall be immune from suit for any conduct in the course
18 of their official duties.” Because the State Bar is entitled to immunity under Rule 80(a)(6),
19 dismissal of the counterclaims is warranted.

20 **B. The State Bar is also entitled to Eleventh Amendment immunity.**

21 The State Bar is also immune from suit under the Eleventh Amendment. “Arizona
22 state courts and courts in this District have definitively held that the State Bar is an arm of the
23 Arizona Supreme Court, and therefore, the State Bar is immune from suit under the Eleventh
24 Amendment.” *Strojnik v. State Bar of Arizona*, 446 F. Supp. 3d 566, 573 (D. Ariz. 2020) (cleaned
25

1 up), *aff'd*, 829 Fed. App'x 776 (9th Cir. 2020). This is but another reason that dismissal of the
2 counterclaims is warranted.

3 **C. The State Bar is also entitled to prosecutorial immunity.**

4 The State Bar is also entitled to quasi-judicial prosecutorial immunity. “State bar
5 associations and their employees policing the legal profession are entitled to absolute quasi-
6 judicial immunity for their actions.” *Strojnik*, 446 F. Supp. 3d at 576–77. “The Ninth Circuit has
7 repeatedly held that, as an arm of the state’s supreme court in connection with disciplinary
8 proceedings, a state’s bar association is an ‘integral part of the judicial process’ and is therefore
9 entitled to the same immunity which is afforded to prosecuting attorneys in that state.” *Id.* (citing
10 cases). Prosecutorial immunity applies to claims under §§ 1983 and 1985(3). *Imbler v. Pachtman*,
11 424 U.S. 409, 424 (1976) (determining that “the same considerations of public policy that underlie
12 the common-law rule likewise countenance absolute immunity under § 1983”). This is a third
13 reason that dismissal of the counterclaims is warranted.

14 **D. Aguirre failed to state a claim.**

15 Aguirre also failed to plead sufficient facts to state a claim upon which relief can be
16 granted. “Even under liberal notice pleading rules, a plaintiff’s obligation to provide the grounds
17 of his entitlement to relief requires more than labels and conclusions, and a formulaic recitation
18 of the elements of a cause of action will not do.” *Dube v. Likins*, 216 Ariz. 406, 424, ¶ 14 (App.
19 2007) (supp. op.) (punctuation and citation omitted). Because Aguirre failed to plead anything
20 other than conclusory statements and conclusions of law, dismissal is warranted under Rule
21 12(b)(6) even leaving aside the various forms of immunity discussed above.

22 **IV. ATTORNEY’S FEES NOTICE**

23 Finally, the State Bar gives notice that it plans to request an award for its attorney’s
24 fees pursuant to 42 U.S.C. § 1988 and A.R.S. § 12-349. Under § 1988, this Court may award
25 reasonable attorney’s fees to a prevailing defendant in a §§ 1983 or 1985 case if the claims are

1 “frivolous, unreasonable, or without foundation.” *Harris v. Maricopa County Sup. Ct.*, 631 F.3d
2 963, 968 (9th Cir. 2010). Similarly, under § 12-349, the Court may award attorney’s fees based
3 on claims that are without substantial justification. Both statutes are satisfied here. Aguirre’s
4 counterclaims are not only barred by the various forms of immunity discussed above, but he also
5 failed to allege sufficient facts to support a viable claim in any event. The State Bar therefore
6 plans to request an award for its reasonable attorney’s fees based on Aguirre’s frivolous
7 counterclaims.

8 **V. CONCLUSION**

9 For the foregoing reasons, the State Bar moves to dismiss Aguirre’s counterclaims.

10 DATED this 22nd day of July, 2025.

11 JONES, SKELTON & HOCHULI P.L.C.

12
13
14 By /s/ Jonathan P. Barnes, Jr.

15 Daniel O. King
16 Jonathan P. Barnes, Jr.
40 N. Central Avenue, Suite 2700
Phoenix, Arizona 85004
Attorneys for State Bar of Arizona

17
18 ORIGINAL of the foregoing electronically filed
this 22nd day of July, 2025.

19 COPY of the foregoing mailed/e-mailed
20 this 22nd day of July, 2025, to:

21 Francisco Aguirre
6929 E. 2nd Street, Unit 11
22 Scottsdale, AZ 85251
fxagui@aol.com
23 Pro Per Defendant/Counterclaimant

24 /s/ Kami Ellison

Rule 7.1(h) Certificate of Good Faith Consultation

1 James D. Lee, Bar #011586
Senior Counsel, State Bar of Arizona
2 4201 N. 24th Street, Suite 100
Phoenix, Arizona 85016-6266
3 Jackie.Brokaw@staff.azbar.org

4 Daniel O. King, Bar #026550
Jonathan P. Barnes, Jr., Bar #028014
5 JONES, SKELTON & HOCHULI P.L.C.
40 N. Central Avenue, Suite 2700
6 Phoenix, Arizona 85004
Telephone: (602) 263-4437
7 Fax: (602) 200-7813
dking@jshfirm.com
8 jbarnes@jshfirm.com
minuteentries@jshfirm.com

9 Attorneys for State Bar of Arizona

10 **SUPERIOR COURT OF THE STATE OF ARIZONA**

11 **COUNTY OF MARICOPA**

12 STATE BAR OF ARIZONA,

13 Plaintiff,

14 v.

15 FRANCISCO X. AGUIRRE, AN
16 INDIVIDUAL; AND BEYOND
ATTORNEYS, LLC,

17 Defendants.

18 _____
19 FRANCISCO X. AGUIRRE

20 Counterclaimant,

21 v.

22 STATE BAR OF ARIZONA,

23 Counterclaim Defendant

NO. CV2025-008737

**STATE BAR OF ARIZONA’S RULE 7.1(h)
CERTIFICATE OF GOOD FAITH
CONSULTATION**

(Assigned to the Honorable Randall Warner)

1 The State Bar, pursuant to Civil Rule 7.1(h), certifies that on July 22, 2025, defense
2 counsel conferred with Plaintiff Aguirre over the phone regarding Aguirre's counterclaims and
3 the State Bar's Rule 12(b)(6) motion to dismiss. The parties were not able to resolve their
4 differences.

5 DATED this 22nd day of July, 2025.

6 JONES, SKELTON & HOCHULI P.L.C.

7
8
9 By /s/ Jonathan P. Barnes, Jr.

10 Daniel O. King
11 Jonathan P. Barnes, Jr.
12 40 N. Central Avenue, Suite 2700
13 Phoenix, Arizona 85004
14 Attorneys for State Bar of Arizona

15 ORIGINAL of the foregoing electronically filed
16 this 22nd day of July, 2025.

17 COPY of the foregoing mailed/e-mailed
18 this 22nd day of July, 2025, to:

19 Francisco Aguirre
20 6929 E. 2nd Street, Unit 11
21 Scottsdale, AZ 85251
22 fxagui@aol.com
23 Pro Per Defendant/Counterclaimant

24 /s/ Kami Ellison
25

COPY

AUG 04 2025



CLERK OF THE SUPERIOR COURT
A. VOGELPOHL
DEPUTY CLERK

1 FRANCISCO AGUIRRE
2 6929 E 2nd St.
3 Unit 11
4 Scottsdale, AZ 85251
5 Telephone: (602) 228-8507
6 Email: fxagui@aol.com
7 In Propia Persona

8 SUPERIOR COURT OF ARIZONA
9 IN MARICOPA COUNTY

10 **STATE BAR OF ARIZONA,**

CASE: CV2025-008737

11
12 Petitioner,

**OPPOSITION TO STATE BAR'S
MOTION TO DISMISS
COUNTERCLAIMS FOR ULTRA-
VIRES, RETALIATORY MISUSE OF
RULE 31**

13 v.

14 **FRANCISCO X. AGUIRRE, AN
15 INDIVIDUAL; AND BEYOND
16 ATTORNEYS, LLC,**

(Assigned to the Hon. Randall Warner)

17 Defendants.

18
19 **FRANCISCO X. AGUIRRE**

20
21 Counterclaimant

22 v.

23
24 **STATE BAR OF ARIZONA**

25 Counterclaim Defendant
26

27
28 STATE BAR OF ARIZONA V AGUIRRE

1 Defendant **FRANCISCO X. AGUIRRE** (“Defendant”), appearing *in propria*
2
3 *persona*, answers the State Bar of Arizona’s Motion to Dismiss Francisco X. Aguirre’s
4 Counterclaims.

5 **I. Introduction**

6 Under **Rule 77(b)** the Bar must first determine whether the facts alleged, *even if*
7 *true*, would constitute unauthorized practice. They would not, yet Bar Counsel continues
8 to pursue Aguirre on the flimsiest accusations, most recently a grievance by **Azucena**
9 **Victorino-Rodríguez**—a delinquent purchaser who weaponized the Bar to avoid making
10 payments to an 80-year-old seller. That episode, combined with prior “flip-flop” conduct,
11 confirms a pattern of **ultra-vires retaliation** well outside any immunity the Bar invokes.
12
13

14 **II. Procedural Background and Additional Facts**

15 <u>Date</u>	16 <u>Event</u>
17 2 Feb 2025	Gallardo complaint dismissed.
18	
19 17 Mar 2025	Bar Counsel James D. Lee e-mails Gallardo he is “ waiting anxiously ” 20 to proceed.
21 30 Apr 2025	Bar files this UPL action against Aguirre.
22	
23 19 Jun 2025	Victorino files new grievance (Exh. A) claiming Aguirre “pretended to 24 be an attorney.”
25 17 Jul 2025	Aguirre’s rebuttal e-mail (Exh. B) shows he acted only as attorney-in-

1
2 **Date**

Event

3 fact, issued a ministerial **Notice of Election to Forfeit** under A.R.S. §§
4 **33-742, -743**, handled no funds, and used Rule 31 disclaimers.

5
6 Victorino’s default deprives Mr. Mercado of vital contract income, implicating
7 **A.R.S. § 46-456** (financial exploitation of a vulnerable adult).

8 **III. Legal Standard**

9
10 A motion to dismiss is granted only if “no set of facts” would entitle relief. Courts
11 accept well-pleaded facts and reasonable inferences as true. *Cullen v. Auto-Owners Ins.*,
12 218 Ariz. 417, 419 ¶ 7 (2008).

13 **IV. Argument**

14
15 **I. Rule 80(a)(6) Does Not Shield Ultra-Vires Retaliation**

16 Rule 80 immunity ends where conduct exceeds statutory authority or is motivated
17 by malice. *Clouse v. State Bar*, 121 Ariz. 196, 200 (1978); *McLaughlin v. State Bar*, 138
18 Ariz. 5, 8 (1983); *Nienstedt v. Wetzel*, 133 Ariz. 348, 354 (App. 1982). Resurrecting
19 dismissed complaints and pursuing Victorino’s contract-evasion grievance are **plain,**
20 **malicious excesses of authority.**

21
22 **II. Eleventh-Amendment Immunity Fails Under Ex Parte Young**

23
24 Aguirre seeks solely prospective relief, declaration and injunction, against state
25 officers for ongoing constitutional violations, fitting squarely within *Ex parte Young*,
26 209 U.S. 123 (1908), and *Scheuer v. Rhodes*, 416 U.S. 232, 238 (1974). Sovereign-

1 immunity concerns are further reduced because the State Bar is an Arizona corporate
2 entity, A.R.S. § 32-901(A).

3
4 **III. Prosecutorial / Quasi-Judicial Immunity Does Not Cover Investigative**
5 **Harassment**

6
7 Immunity attaches only to “core advocacy.” Encouraging complainants to supply
8 new evidence after dismissal is investigative, not prosecutorial. *Hirsh v. Justices*, 67 F.
9 3d 708, 715-16 (9th Cir. 1995). The Bar’s own pleadings admit no formal UPL petition
10 existed when Lee urged Victorino to “submit more evidence,” removing any quasi-
11 judicial cloak.
12

13 **IV. Victorino Episode Corroborates Malice, Abuse of Process, and Retaliation**

14
15 Victorino’s grievance, filed to evade payment, illustrates exactly the conduct
16 alleged in Countercl. ¶¶ 12-14 and supplies fresh evidence for:

- 17
- 18 • **Malicious Prosecution / Retaliation** (¶¶ 10-22),
 - 19 • **Abuse of Process** (¶ 30),
 - 20 • **Defamation** (¶ 25), and
 - 21 • **First- and Fourteenth-Amendment violations** (¶¶ 34-40).

22 Bar Counsel’s willingness to investigate such facially defective claims confirms
23 retaliatory motive.
24

25 **V. Each Counterclaim Meets Rule 8**

1 Contrary to the Bar’s assertion that Aguirre “pleads no facts,” the counterclaim
2 details dates, quotes, and actions, Lee’s “waiting anxiously” e-mail; dismissal flip-flop;
3 Victorino weaponization, surpassing the plausibility threshold set by **Twombly/Iqbal** and
4 **Cullen**.

5
6
7 **VI. Disclaimers as Corroboration, Not Cure**

8 The Bar may argue a Rule 31 disclaimer “does not immunize UPL,” cf. *Strojnik v.*
9 *State Bar*, 446 F. Supp. 3d 566, 575 n.6 (D. Ariz. 2020). Aguirre agrees: the disclaimer is
10 **one corroborating fact** atop substantive distinctions, no funds held, no pleadings filed,
11 ministerial notice only.

12
13 **VII. Alternative Relief Under Rule 56(d)****

14 If immunity turns on motive, limited discovery (Lee’s internal e-mails) is
15 appropriate before the Court resolves immunity. Courts routinely postpone immunity
16 rulings until factual development confirms or rebuts malice. *Weil v. McClough*, 217 Ariz.
17 213 ¶ 14 (App. 2007).

18
19
20 **V. Conclusion**

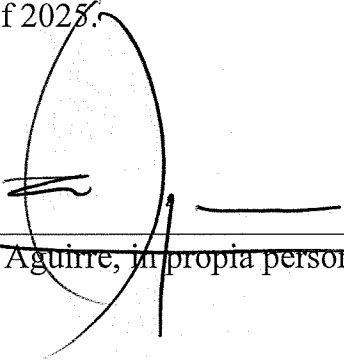
21 Because immunity does not shield ultra-vires retaliation and the counterclaims
22 satisfy Rule 8, the motion should be **DENIED** and the Bar ordered to answer.

23
24
25 ¹ Should the bar require headers to verify transmission of the rule 31 disclaimer; Aguirre will produce them after the
26 bar satisfies rule 77(b)’s prima-facie burden.

1 Alternatively, dismissal should be without prejudice and Aguirre granted leave to amend.
2
3 Continuing to press this motion considering Exhibits A and B would lack factual
4 foundation; Aguirre therefore requests fees under Rule 11.
5

6
7 Dated this 4th Day of August of 2025.

8 Respectfully submitted this 4th Day of August of 2025.
9

10
11 
12 _____
13 Francisco Aguirre, in propria persona
14
15

16 Original Filed With:
17 Clerk of the Court

18 Copy served to:

19 James Lee, Senior Counsel
20 State Bar of Arizona
21 4201 N. 24th St. Suite 100
22 Phoenix, AZ 85016-6266
23 EMAIL: Jackie.Brokaw@staff.azbar.org

24 Daniel O. King, Bar #026550
25 Jonathan P. Barnes, Jr., Bar #028014
26 JONES, SKELTON & HOCHULI P.L.C.
27 40 N. Central Avenue, Suite 2700
28 Phoenix, Arizona 85004
STATE BAR OF ARIZONA V AGUIRRE

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Telephone: (602) 263-4437 Fax: (602) 200-7813
dking@jshfirm.com jbarnes@jshfirm.com minuteentries@jshfirm.com
Attorneys for State Bar of Arizona

EXHIBIT A

Exhibit UST-E



Assistant's Direct Line: (602) 340-7386

Sent via email only: fxa@beyondattorneys.com

August 1, 2025

PERSONAL AND CONFIDENTIAL

Francisco X. Aguirre
7014 East Camel Back Road, Suite B 100 A
Scottsdale, Arizona 85251

Re: File No: 25-1507
Complainant: Azucena Victorino-Rodriguez

Dear Mr. Aguirre:

Enclosed is the latest information we received from Ms. Victorino-Rodriguez. Please submit a written response addressing any new facts/allegations **within ten (10) days of the date of this letter.** If we do not receive a supplemental response from you within ten days, we will assume you have no further comment regarding the allegation that you may have engaged in the unauthorized practice of law.

Thank you for your continued cooperation and patience.

Sincerely,

/s/ James D. Lee

James D. Lee
Senior Bar Counsel

JDL/MD

CERTIFIED MAIL
9589 0710 5270 0009 1003 88

**Francisco X Aguirre, MBA CP
Beyond Attorneys, LLC
7014 E. Camelback Rd
Suite B100A
Scottsdale AZ 85251**

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CASHION, AZ 85328
JUL 21, 2025



\$7.20

S2324M502087-20

RDC 99

Handwritten: TX 7/25 7.25 2.8

Handwritten: AZUCEN AVI CTERINO,
6810 W. PINTO RD.
SAHUARITA AZ 85628

Notice of Election to Forfeit

The undersigned hereby gives notice that the purchaser under that certain contract, by and between FMZ INDUSTRIES INC AN ARIZONA CORPORATION, as seller, and AZUCENA VICTORINO, A SINGLE PERSON as purchaser, dated February 01, 2025, as per Agreement of Sale recorded on 02-28-2025, recording number 2025-0590553 in Maricopa County, Arizona, covering real property described as follows:

T NORTH HALF OF LOT 40, WRANGLER RANCHES, A SUBDIVISION OF PIMA COUNTY, ARIZONA AS SET FORTH IN THE OFFICE OF THE PIMA COUNTY RECORDER IN BOOK 13 OF MAPS, PAGE 81; EXCEPT THE NORTH 154.99 FEET

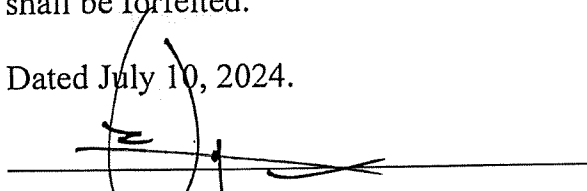
and including personal property described as follows: (any personal property included therein)

has failed to pay monies due under the contract for a period of time in excess of that provided by Arizona Revised Statutes section 33-742, subsection D and is now subject to having his interest under the contract forfeited. The monies due under the contract which are required to be paid to reinstate such contract are as follows:

4 Payments of \$1,200	\$4,800.00
4 Late Charges of \$100	\$400.00
Legal and Eviction	\$2,500.00
TOTAL DUE	\$7,700.00

If the monies due under the contract are not received by five o'clock p.m. on the 31st day of July, 2024, being at least twenty days after the serving of this notice, at 6860 W PINTO RD. SAHUARITA, AZ 85629 AND 6810 W PINTO RD SAHUARITA, AZ, the interest of the purchaser and all persons who have an interest in or a lien or encumbrance on the property, the priority of which is subordinate to that of the seller, shall be forfeited.

Dated July 10, 2024.


Beyond Attorneys, LLC for the Seller

20250590553

02/28/2025 02:27 PM Page 1 of 4
OFFICIAL RECORDS OF PIMA COUNTY, AZ
Gabriella Cázares-Kelly, Recorder

RECORDING REQUESTED BY
FRANCISCO MERCADO

When recorded mail to :
2228 w Thomas rd
phoenix AZ 85015

AGREEMENT FOR SALE

THIS AGREEMENT ENTERED INTO IN TRIPLICATE 02/01/2025 BETWEEN FMZ INDUSTRIES INC AN ARIZONA CORPORATION AS SELLER AND AZUCENA VICTORINO A SINGLE PERSON AS BUYER

() BY SIGNING THIS AGREEMENT , THE BUYERS HEREIN ELECT TO HOLD THEIR INTEREST NOT AS TENANTS IN COMMON

WITNESSETH:

THAT SELLER, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS OF BUYER HERINAFTER CONTAINED, AGREES TO SELL AND CONVEY UNTO BUYER, AND BUYER AGREES TO BUY, ALL THAT CERTIAN REAL PROPERTY, TOGETHER WITH ALL AND SINGULAR THE RIGHTS AND APPURTENANCES THERETO IN ANYWISE BELONGING, SITUATE IN THE COUNTY OF PIMA STATE OF ARIZONA , DESCRIBED AS FOLLOWS , TO-WIT: *Attached exhibits*

6860 W PINTO RD SAHUARITA AZ 85629
APN: 303-02-041B

6810 W PINTO RD SAHUARITA AZ 85629
APN: 303-02-041E

SUBJECT TO:

TAXES AND ASSESSMENTS, RESERVATIONS IN PATENTS, EASEMENTS, RIGHT-OF WAY, LIENS, ENCUMBRANCES, COVENANT, CONDITONS AND RESTICTIONS OF RECORD.

FOR THE SUM OF 144,000.00 \$ ONE HUNDRED AND FORTY FOUR THOUSAND DOLLARS. LAWFUL MONEY OF THE UNITED STATES, AND BUYER AGREES IN CONSIDERATION OF THE PREMISES TO PAY SAID SUM IN THE FOLLOWING MANNER, TO-WIT:

IN MONTHLY INSTALLMENT OF 1200 OR MORE ON OR BEFORE THE 1ST DAY OF EVERY MONTH BEGINNING ON APRIL 01, 2025 WITH INTEREST AT THE RATE OF 10% PER ANNUAL FROM MARCH 01, 2025, THE INTEREST TO BE FIRST DEDUCTED FROM THE REGULAR MONTHLY INSTALLMENT AND THE BALANCE PAY UPON THE PRINCIPAL *balance*

A late charge of \$100.00 Dollars is due if payment is 10 day late
BUYER WILL PAY THE FIRST 6 MONTHS PAYMENTS, OF \$ 960 DOLLARS AND AFTER THAT \$1,200 FOR THE REST OF THE CONTRACT

Seller and Purchaser hereby appoint Any Title Agency as the Account Servicing Agent for this Agreement for sale. Seller and Purchaser, and each of them, promise to pay promptly all costs damages, attorney's fees, expenses and liabilities which, in good faith and without fault on its part, the Account Servicing Agent may incur or sustain in connection with this Agreement for Sale and in connection with any court action arising out of this Agreement for Sale. Seller and Purchaser do hereby indemnify and hold the Account Servicing Agent harmless against all such costs, damages, attorney's fees, expenses and liabilities. Purchaser shall pay, before they become delinquent, all installments of principal and interest of special improvement liens against said property not delinquent at the date hereof, and all taxes and assessments on said property levied subsequent on December 31st of the calendar year prior to the calendar year of the date of this Agreement for Sale, together with all other assessments and charges for or on account of irrigation water or power used for furnishing irrigation water, after the date hereof. Purchaser shall keep the buildings erected, and to be erected, on said property insured, by an insurance company to be approved by Seller, against fire in the amount of the reasonable insurable value thereof, for the mutual benefit and protection of the parties hereto. If Purchaser fails to pay any such taxes, charges, assessments or premiums for fire insurance or fails to pay any amount due upon or fails to perform any conditions or covenants of any agreement for sale, deed of trust or mortgage required of Purchaser before the same shall have become delinquent, Seller shall have the right to pay or procure the same, together with necessary costs and legal fees, and the amounts so advanced and such repayments thereof shall be secured hereby and shall be repaid to Seller by Purchaser upon demand, together with interest thereon at the rate set forth in the manner of payment from date advance by Seller until repaid, and any payment so made by Seller shall be prima facie evidence of the necessity thereof. If the Account Servicing Agent is notified in writing by the Seller of such advances, it shall not deliver deed to Purchaser until repayment thereof with interest shall have been made, together with Account Servicing Agent's fees. Purchaser may enter into possession of said property and continue in such possession for and during the life of this Agreement for Sale. Purchaser agrees to maintain said premises and all improvements thereon in good repair, to permit no waste thereof and to take the same care thereof that a prudent owner will take. Should Purchaser default in making any payment, or in fulfilling any obligation hereunder, Seller may elect to pursue any remedy at law or in equity including, but not limited to, forfeiture of Purchaser's interest by notice. If Seller institutes suit against Purchaser to enforce Seller's rights under this Agreement for Sale and obtain valid judgment against Purchaser, Purchaser agrees to pay all costs, expenses and attorney's fees of Seller. If Seller serves a Notice of Election to Forfeit upon Purchaser shall, as a penalty for Purchaser failure to perform under the provisions of this Agreement for Sale, repay Seller for any cost, fees, charges or expenses incurred by Seller or the Account Servicing Agent in the serving of such Notice. Forfeiture by notice and reinstatement of the Purchaser's interest shall be accomplished in the manner provided in Arizona Revised Statutes Section 33-741 et seq. If Purchaser's interest in the property is forfeited, Purchaser shall surrender to Seller, forthwith, peaceable possession of said property, and shall forfeit to Seller as liquidated damages any and all payments made hereunder, together with any and all improvements placed on or in said property. Whenever the context of this instrument so requires, words used in masculine gender include the feminine and neuter, the singular includes the plural, and the plural the singular. Every reference to Seller, Purchaser and Account Servicing Agent shall be deemed to constitute a reference to all successors in interests or assigns of the party to which reference is made. By execution of this Agreement for Sale the Purchaser hereby accepts and approves the vesting shown on the front page hereof. All parties represent that they are of legal age. Time is of the essence of this Agreement for Sale. This Agreement for Sale shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year above written.

Seller _____
CMZ Industries Inc
 Seller _____
 Seller _____

Purchaser _____
 Purchaser _____
 Purchaser _____

State of Arizona)
 County of Maricopa) ss.

This instrument was acknowledged before me this 28 day of February 2025 by Francisco Mercado and Yuzena Victorino

 Notary Public

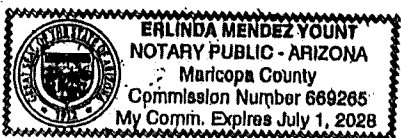


EXHIBIT "A"
Legal Description

The North half of Lot 40, WRANGLER RANCHES, a subdivision of Pima County, Arizona, as set forth in the office of the Pima County recorder in Book 13 of Maps, Page 81;

EXCEPT the North 154.99 feet thereof.

EXHIBIT "A"
Legal Description

The North half of Lot 40, WRANGLER RANCHES, a subdivision of Pima County, Arizona, as set forth in the office of the Pima County recorder in Book 13 of Maps, Page 81;

EXCEPT the North 154.99 feet thereof.

Search Results

selected 1 of 2 Total Results
the Search - Web where Both Names contains FMZ INDUSTRIES INC and Recording Date is between Jan 1, 2025 and Jun 1, 2025

Printed Jul 19, 2025, 9:24:39 AM

250590553 • • AGREEMENT SALE

Recording Date
7/28/2025 02:27 PM

Grantor
FMZ INDUSTRIES INC

Grantee
VICTORINO AZUCENA

Related Documents

Retail



RDC 99

U.S. POSTAGE PAID
FCM LG ENVY
CASHION, AZ 85329
JUL 21, 2025

\$7.20

S2324M502087-20



85828

CERTIFIED MAIL

9589 0710 5270 0009 1003 71

Francisco X Aguirre, MBA CP
Beyond Attorneys, LLC
7014 E. Camelback Rd
Suite B100A
Scottsdale AZ 85251

AZUCENA VICTORINO -
6860 W. PINTO RD
SAHUARITA, AZ 85629

1st ~~8.8~~ ^{7.29}

Notice of Election to Forfeit

The undersigned hereby gives notice that the purchaser under that certain contract, by and between FMZ INDUSTRIES INC AN ARIZONA CORPORATION, as seller, and AZUCENA VICTORINO, A SINGLE PERSON as purchaser, dated February 01, 2025, as per Agreement of Sale recorded on 02-28-2025, recording number 2025-0590553 in Maricopa County, Arizona, covering real property described as follows:

T NORTH HALF OF LOT 40, WRANGLER RANCHES, A SUBDIVISION OF PIMA COUNTY, ARIZONA AS SET FORTH IN THE OFFICE OF THE PIMA COUNTY RECORDER IN BOOK 13 OF MAPS, PAGE 81; EXCEPT THE NORTH 154.99 FEET

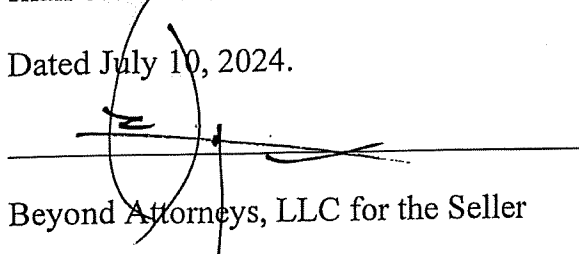
and including personal property described as follows: (any personal property included therein)

has failed to pay monies due under the contract for a period of time in excess of that provided by Arizona Revised Statutes section 33-742, subsection D and is now subject to having his interest under the contract forfeited. The monies due under the contract which are required to be paid to reinstate such contract are as follows:

4 Payments of \$1,200	\$4,800.00
4 Late Charges of \$100	\$400.00
Legal and Eviction	\$2,500.00
TOTAL DUE	\$7,700.00

If the monies due under the contract are not received by five o'clock p.m. on the 31st day of July, 2024, being at least twenty days after the serving of this notice, at 6860 W PINTO RD. SAHUARITA, AZ 85629 AND 6810 W PINTO RD SAHUARITA, AZ, the interest of the purchaser and all persons who have an interest in or a lien or encumbrance on the property, the priority of which is subordinate to that of the seller, shall be forfeited.

Dated July 10, 2024.


Beyond Attorneys, LLC for the Seller

20250590553

RECORDING REQUESTED BY
FRANCISCO MERCADO

02/28/2025 02:27 PM Page 1 of 4
OFFICIAL RECORDS OF PIMA COUNTY, AZ
Gabriella Cázares-Kelly, Recorder

When recorded mail to :
2228 w Thomas rd
phoenix AZ 85015

AGREEMENT FOR SALE

THIS AGREEMENT ENTERED INTO IN TRIPPLICATE 02/01/2025 BETWEEN FMZ INDUSTRIES INC AN ARIZONA CORPORATION AS SELLER AND AZUCENA VICTORINO A SINGLE PERSON AS BUYER

() BYSIGNING THIS AGREEMENT , THE BUYERS HEREIN ELECT TO HOLD THEIR INTEREST NOT AS TENANTS IN COMMON

WITNESSETH:

THAT SELLER, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS OF BUYER HERINAFTER CONTAINED, AGREES TO SELL AND CONVEY UNTO BUYER, AND BUYER AGREES TO BUY, ALL THAT CERTIAN REAL PROPERTY, TOGETHER WITH ALL AND SINGULAR THE RIGHTS AND APPPURTENANCES THERETO IN ANYWISE BELONGING, SITUATE IN THE COUNTY OF PIMA STATE OF ARIZONA , DESCRIBED AS FOLLOWS , TO-WIT: *Attached exhibits*

6860 W PINTO RD SAHUARITA AZ 85629
APN: 303-02-041B

6810 W PINTO RD SAHUARITA AZ 85629
APN: 303-02-041E

SUBJECT TO:

TAXES AND ASSESSMENTS, RESERVATIONS IN PATENTS, EASEMENTS, RIGHT-OF WAY, LIENS, ENCUMBRANCES, COVENANT, CONDITONS AND RESTICTIONS OF RECORD.

FOR THE SUM OF 144,000.00 \$ ONE HUNDRED AND FORTY FOUR THOUSAND DOLLARS. LAWFUL MONEY OF THE UNITED STATES, AND BUYER AGREES IN CONSIDERATION OF THE PREMISES TO PAY SAID SUM IN THE FOLLOWING MANNER, TO-WIT:
IN MONTHLY INSTALLMENT OF 1200 OR MORE ON OR BEFORE THE 1ST DAY OF EVERY MONTH BEGINNING ON APRIL 01, 2025 WITH INTEREST ~~AT~~ *AT* THE RATE OF 10% PER ANNUAL FROM MARCH 01. 2025, THE INTEREST TO BE FIRST DEDUCTED FROM THE REGULAR MONTHLY INSTALLMENT AND THE BALANCE PAY UPON THE PRINCIPAL *balance*
A late charge of \$100.00 Dollars is due if payment is 10 day late
BUYER WILL ~~pay~~ *pay* THE FIRST 6 MONTHS PAYMENT, S OF \$ 960 DOLLARS AND AFTER THAT \$1.200 FOR THE REST OF THE CONTRACT

EXHIBIT "A"
Legal Description

The North half of Lot 40, WRANGLER RANCHES, a subdivision of Pima County, Arizona, as set forth in the office of the Pima County recorder in Book 13 of Maps, Page 81;

EXCEPT the North 154.99 feet thereof.

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Search Results

Printed Jul 19, 2025, 9:24:39 AM

Selected 1 of 2 Total Results

Search - Web where Both Names contains FMZ INDUSTRIES INC and Recording Date is between Jan 1, 2025 and Jun 1, 2025

250590553 • • AGREEMENT SALE

Recording Date
7/28/2025 02:27 PM

Grantor
FMZ INDUSTRIES INC

Grantee
VICTORINO AZUCENA

Related Documents

Francisco X Aguirre, MBA CP
Baker & Associates, LLC
701 Camelback Rd
Suite B100A
Udell AZ 85251

9589 0710 5270 0009 1003 95

CERTIFIED MAIL

Retail



RDC 99



85629

U.S. POSTAGE PAID
FCM LG ENV
CASHION, AZ 85329
JUL 21, 2025

\$7.20

S2324M502087-20

AZUCENA VICTORINO.
6810. W. PINTO RD.
SAHUARITA AZ 85629

1st NO POST
2nd NO POST
RETG
7.29
8.8

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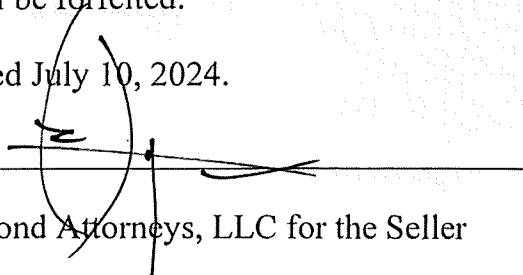
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A late charge of \$100.00 Dollars is due if payment is 10 day late
BUYER WILL PAY THE FIRST 6 MONTHS PAYMENTS OF \$ 960 DOLLARS AND AFTER THAT \$1,200 FOR THE REST OF THE CONTRACT

Seller and Purchaser hereby appoint Any Title Agency as the Account Servicing Agent for this Agreement for sale.

Seller and Purchaser, and each of them, promise to pay promptly all costs damages, attorney's fees, expenses and liabilities which, in good faith and without fault on its part, the Account Servicing Agent may incur or sustain in connection with this Agreement for Sale and in connection with any court action arising out of this Agreement for Sale. Seller and Purchaser do hereby indemnify and hold the Account Servicing Agent harmless against all such costs, damages, attorney's fees, expenses and liabilities.

Purchaser shall pay, before they become delinquent, all installments of principal and interest of special Improvement liens against said property not delinquent at the date hereof, and all taxes and assessments on said property levied subsequent on December 31st of the calendar year prior to the calendar year of the date of this Agreement for Sale, together with all other assessments and charges for or on account of irrigation water or power used for furnishing irrigation water, after the date hereof.

Purchaser shall keep the buildings erected, and to be erected, on said property insured, by an insurance company to be approved by Seller, against fire in the amount of the reasonable insurable value thereof, for the mutual benefit and protection of the parties hereto.

If Purchaser fails to pay any such taxes, charges, assessments or premiums for fire insurance or fails to pay any amount due upon or fails to perform any conditions or covenants of any agreement for sale, deed of trust or mortgage required of Purchaser before the same shall have become delinquent, Seller shall have the right to pay or procure the same, together with necessary costs and legal fees, and the amounts so advanced and such repayments thereof shall be secured hereby and shall be repaid to Seller by Purchaser upon demand, together with interest thereon at the rate set forth in the manner of payment from date advance by Seller until repaid, and any payment so made by Seller shall be prima facie evidence of the necessity thereof. If the Account Servicing Agent is notified in writing by the Seller of such advances, it shall not deliver deed to Purchaser until repayment thereof with interest shall have been made, together with Account Servicing Agent's fees.

Purchaser may enter into possession of said property and continue in such possession for and during the life of this Agreement for Sale.

Purchaser agrees to maintain said premises and all improvements thereon in good repair, to permit no waste thereof and to take the same care thereof that a prudent owner will take.

Should Purchaser default in making any payment, or in fulfilling any obligation hereunder, Seller may elect to pursue any remedy at law or in equity including, but not limited to, forfeiture of Purchaser's interest by notice.

If Seller institutes suit against Purchaser to enforce Seller's rights under this Agreement for Sale and obtain valid judgment against Purchaser, Purchaser agrees to pay all costs, expenses and attorney's fees of Seller.

If Seller serves a Notice of Election to Forfeit upon Purchaser shall, as a penalty for Purchaser failure to perform under the provisions of this Agreement for Sale, repay Seller for any cost, fees, charges or expenses incurred by Seller or the Account Servicing Agent in the serving of such Notice.

Forfeiture by notice and reinstatement of the Purchaser's interest shall be accomplished in the manner provided in Arizona Revised Statutes Section 33-741 et seq. If Purchaser's interest in the property is forfeited, Purchaser shall surrender to Seller, forthwith, peaceable possession of said property, and shall forfeit to Seller as liquidated damages any and all payments made hereunder, together with any and all improvements placed on or in said property.

Whenever the context of this instrument so requires, words used in masculine gender include the feminine and neuter, the singular includes the plural, and the plural the singular. Every reference to Seller, Purchaser and Account Servicing Agent shall be deemed to constitute a reference to all successors in interests or assigns of the party to which reference is made.

By execution of this Agreement for Sale the Purchaser hereby accepts and approves the vesting shown on the front page hereof. All parties represent that they are of legal age.

Time is of the essence of this Agreement for Sale.

This Agreement for Sale shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year above written.

Seller
Any Industries Inc

Seller
[Signature]

Seller
[Signature]

^{sr}

Purchaser
[Signature]

Purchaser

Purchaser

State of Arizona)
County of Maricopa) ss.

This instrument was acknowledged before me this 28 day of February, 2025, by Francisco Mercado
and Yuzena Victorino

[Signature]

Notary Public

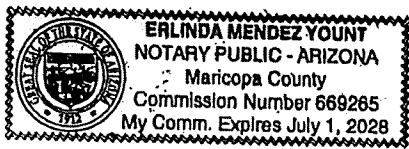


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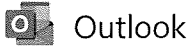
Grantor
FMZ INDUSTRIES INC

Grantee
VICTORINO AZUCENA

Related Documents

EXHIBIT B

Exhibit UST-E



Re: State Bar File No. 25-1507 - Aguirre

From Francisco Aguirre <fxa@beyondlawoffice.com>
Date Sat 2025-08-02 12:37 PM
To Melissa Duarte <Melissa.Duarte@staff.azbar.org>

Subject: File No. 25-1507 — Victorino Complaint Falls Outside Rule 31; Screening Closure Requested

Dear Mr. Lee,

Under **Rule 77(b)** the Bar must first decide whether the information submitted, *even if true*, could amount to the unauthorized practice of law. It cannot. Ms. Victorino-Rodríguez is simply using a meritless UPL accusation to delay paying an 80-year-old seller, Mr. Francisco Mercado.

My Narrow, Statutory Role

- **Attorney-in-fact, not attorney-at-law.** Acting under a January 5 2025 durable power of attorney, I transmit notices and track payments for Mr. Mercado; I will supply the POA if this matter proceeds beyond screening. Arizona courts draw a bright line between such agency tasks and legal representation. Even **Benford v. Schneider**, 189 Ariz. 124 (App. 1997), limits UPL to drafting pleadings *for filing with a court*—something I have never done here.
- **Ministerial forfeiture notice.** The only document I prepared is a **Notice of Election to Forfeit** under **A.R.S. §§ 33-742(B), (D) and 33-743(A)(3)**. Completing a statutory real-estate notice is a ministerial act, not legal advice. See **State v. Dazzo**, 245 Ariz. 423, 428 (App. 2018); **Ariz. Land Title & Trust v. State Bar**, 90 Ariz. 76, 80 (1961). Informing a debtor of statutory consequences, without negotiating alternatives, also comports with **UPL Advisory Op. 01-02**.
- **No funds handled.** Every letter directs Ms. Victorino to pay Mr. Mercado (or the servicing agent) directly; Beyond Attorneys neither requests nor receives her money. (For completeness, the Fair Debt Collection Practices Act exempts an agent collecting for the original creditor, 15 U.S.C. § 1692a(6)(F).)
- **Clear disclaimer.** All correspondence bears: *“Beyond Attorneys, LLC is not a law firm and does not engage in the practice of law; for legal advice consult a licensed attorney.”*¹

Victorino’s Bad-Faith Strategy

Ms. Victorino missed her **very first payment** and has remained in default. Instead of curing, she enlisted the Bar to stall enforcement—conduct squarely condemned as abuse of process in **Nienstedt v. Wetzel**, 133 Ariz. 348, 354 (App. 1982). Withholding payments from a vulnerable adult also implicates **A.R.S. § 46-456** on financial exploitation.

Why the Allegations Fail Under Rule 31

Victorino Claim	Actual Facts	Rule 31 Analysis
“Aguirre said he is a lawyer.”	Only an unidentified third party (seller’s son) made that comment. My own words never suggest licensure.	“Holding out” requires conduct by the respondent (Rule 31(b)(2)). No such conduct exists.
“Aguirre demanded payment to himself.”	All notices direct payment to Mr. Mercado or Magnus Title.	Collecting for a principal is a commercial activity, not legal representation. In re Creasy , 198 Ariz. 539 (2000).

Because none of these assertions involves legal advice, court filings, or negotiation of rights, they do not satisfy Rule 31(a)(2)(A). Pattern-based speculation about other complaints is likewise irrelevant; each charge must stand on its own merits, **Ariz. Ethics Op. 98-11**.

Requested Disposition

1. **Summary dismissal** of the charge for failure to state a Rule 31 violation;
2. Written confirmation that no further action will be taken absent *prima facie* evidence of legal-services delivery; and
3. A statement that the Bar will not be used “as an instrument of contract evasion.” Closing this file will deter future debtors from weaponizing the Bar’s limited resources.

A debtor who weaponizes the Bar to avoid paying an elderly creditor should not receive a prolonged investigation.

Reservation of Rights

All evidentiary materials, the POA, notices, correspondence, are preserved and will be produced if this matter advances beyond initial screening. Should Ms. Victorino continue to publish false claims about my licensure, I will pursue defamation relief.

Thank you for your prompt attention. Please confirm dismissal at your earliest convenience.

Respectfully,

Francisco X. Aguirre, MBA CP

Beyond Attorneys, LLC

Not a Law Firm

7014 E. Camelback Rd.

Suite B100A

Scottsdale, AZ 85251

602.228.8507

fxa@beyondattorneys.com

beyondattorneys.com

Consultants

Consumer Advocates

Conflict Resolution Specialists

Beyond Attorneys, LLC is not a law firm and does not engage in the practice of law as defined under Rule 31(a)(2)(A) of the Arizona Supreme Court. We do not provide legal services or advice to individuals or entities. Our representatives and employees are not authorized to offer legal advice or engage in activities that would constitute the practice of law, including negotiating legal rights or responsibilities, preparing documents to affect or secure legal rights, preparing or expressing legal opinions, or representing individuals or entities in judicial, administrative, or quasi-judicial proceedings or formal dispute resolution processes such as mediation or arbitration. For legal representation or advice, please consult a licensed attorney.

From: Melissa Duarte <Melissa.Duarte@staff.azbar.org>

Sent: Friday, August 1, 2025 12:06 PM

To: fxa@beyondattorneys.com <fxa@beyondattorneys.com>

Subject: State Bar File No. 25-1507 - Aguirre

Dear Mr. Aguirre,

Exhibit UST-E



Melissa Duarte, Lead Legal Secretary

State Bar of Arizona

4201 N. 24th St., Suite 100 | Phoenix, AZ 85016-6266

T : 602.340.7386 **F** : 602.416.7586

EMAIL: Melissa.Duarte@staff.azbar.org

www.azbar.org

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Exhibit UST-E

SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY

CV 2025-008737

08/28/2025

HONORABLE RANDALL H. WARNER

CLERK OF THE COURT
J. Zinkowich
Deputy

STATE BAR OF ARIZONA

JAMES D LEE

v.

FRANCISCO XAVIER AGUIRRE, et al.

FRANCISCO XAVIER AGUIRRE
7014 E CAMEL BACK RD
STE B 100 A
SCOTTSDALE AZ 85251

BEYOND ATTORNEYS L L C
7014 E CAMEL BACK RD
STE B 100 A
SCOTTSDALE AZ 85251
JUDGE WARNER

MINUTE ENTRY

Before the Court is Plaintiff's July 22, 2025 *State Bar of Arizona's Motion to Dismiss Francisco X. Aguirre's Counterclaims*. No response was filed. The relief sought in the Motion is well grounded in fact and law.

IT IS ORDERED granting the Motion.

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James D. Lee, Bar No. 011586
Senior Bar Counsel/
Unauthorized Practice of Law Counsel
State Bar of Arizona
4201 North 24th Street, Suite 100
Phoenix, Arizona 85016-6266
Telephone: (602) 340-7386
Email: LRO@staff.azbar.org

Francisco X. Aguirre
Beyond Attorneys, LLC
6929 East 2nd Street, Unit 11
Scottsdale, Arizona 85251
Email: fxagui@aol.com and
fxa@beyondlawoffice.com
Respondents

**IN THE SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY**

STATE BAR OF ARIZONA,

Plaintiff,

vs.

**FRANCISCO XAVIER AGUIRRE
and BEYOND ATTORNEYS, LLC,**

Respondents.

Case No. CV 2025-008737

**CONSENT AGREEMENT, TENDER
OF CONDITIONAL ADMISSIONS,
AND JOINT MEMORANDUM IN
SUPPORT OF CONSENT
AGREEMENT**

Assigned to the
Honorable Randall Warner

CONSENT AGREEMENT

The State Bar of Arizona, through undersigned counsel, and Respondents
Francisco X. Aguirre and Beyond Attorneys, LLC, who have chosen not to seek the

1 assistance of legal counsel, enter into this agreement pursuant to Rules 76(b)(1) and
2 78(c), Ariz. R. Sup. Ct.

3 JURISDICTION AND STANDING

4 1. Plaintiff State Bar of Arizona (“State Bar”), an Arizona non-profit
5 corporation, has standing to bring this proceeding for the unauthorized practice of
6 law pursuant to Rules 77(b)(5) and 79(a), Ariz. R. Sup. Ct.

7 2. Superior courts in Arizona have jurisdiction over unauthorized practice
8 of law proceedings that are initiated pursuant to Rules 78(a) and 79(a), Ariz. R.
9 Sup. Ct.

10 3. Respondents Francisco Xavier Aguirre (“Respondent Aguirre”) and
11 Beyond Attorneys, LLC are subject to the jurisdiction of the Arizona Supreme
12 Court for any unauthorized practice of law in Arizona. *See* Rules 31(a) and 75(a),
13 Ariz. R. Sup. Ct.

14 4. Respondent Aguirre is a resident of Maricopa County, Arizona.

15 5. At all times relevant, Respondent Beyond Attorneys, LLC was
16 registered as a business entity/limited liability company with the Arizona
17 Corporation Commission.

18 6. At all times relevant, Respondent Beyond Attorneys, LLC’s physical
19 and mailing addresses were in Maricopa County, Arizona.

20 7. Respondent Aguirre is the organizer, principal and statutory agent of
21 Respondent Beyond Attorneys, LLC.

1 8. At all times relevant, Respondent Aguirre owned and operated
2 Respondent Beyond Attorneys, LLC.

3 9. At all times relevant, Respondent Beyond Attorneys, LLC conducted
4 business in Maricopa County, Arizona.

5 10. Upon information and belief, all of the acts and conduct alleged herein,
6 including the unauthorized practice of law, occurred in Maricopa County,
7 Arizona.

8 11. Based on the foregoing, the Maricopa County Superior Court has
9 subject matter jurisdiction over this unauthorized practice of law proceeding and
10 specific personal jurisdiction over Respondents Aguirre and Beyond Attorneys,
11 LLC.

12 12. Based upon the foregoing, venue is proper in Maricopa County,
13 Arizona.

14 **WAIVER**

15 Respondents Francisco X. Aguirre and Beyond Attorneys, LLC, being fully
16 advised of their rights to seek the assistance of counsel and their rights to an
17 adjudicatory hearing, knowingly and voluntarily waive their rights to counsel and an
18 adjudicatory hearing on the allegations that they engaged in the unauthorized
19 practice of law, unless ordered by the Court. Respondents Francisco X. Aguirre and
20 Beyond Attorneys, LLC further waive all motions, defenses, objections and requests
21 that they have made or raised, or could make or raise hereafter in this proceeding, if

1 the Court approves the conditional admissions and proposed form of sanctions set
2 forth in this Consent Agreement.

3 **CONDITIONAL ADMISSIONS**

4 Respondents Francisco X. Aguirre and Beyond Attorneys, LLC conditionally
5 admit the facts set forth below and that the admitted facts amount to the
6 unauthorized practice of law in Arizona. Respondents Francisco X. Aguirre and
7 Beyond Attorneys, LLC agree the Court may enter a judgment and order against
8 them pursuant to Rule 78(c)(5), Ariz. R. Sup. Ct., that, among other things, includes
9 an order enjoining them from engaging in the unauthorized practice of law.¹

10 Respondents Francisco X. Aguirre and Beyond Attorneys, LLC's admissions
11 are tendered in exchange for the forms of sanctions set forth below.

12 **FACTS**

13 Respondents Francisco X. Aguirre and Beyond Attorneys, LLC conditionally
14 admit the following facts.

15 **GENERAL FACTS**

16 1. On June 6, 2018, Maricopa County Superior Court Commissioner David
17 W. Garbarino signed and entered a Judgment of Default and Cease and Desist Order
18 against Respondent Aguirre, which included (a) an order that he and any corporate
19 or business entity owned, controlled or operated by him immediately and
20 permanently cease and desist from engaging in the unauthorized practice of law in

21 ¹ A complete list of the sanctions to be imposed is set forth below.

1 Arizona and (b) a permanent injunction prohibiting him and any corporate or
2 business entity owned, controlled or operated by him from using the designations
3 “lawyer,” “attorney at law,” “counselor at law,” “law,” “law office,” “J.D.,” “Esq.”
4 or other equivalent words, the use of which would reasonably likely induce others to
5 believe that he is authorized to engage in the practice of law in Arizona.

6 2. That June 6, 2018 judgment included the definition of the “practice of
7 law,” as then set forth in Rule 31(a)(2)(A), Ariz. R. Sup. Ct. (now located at Rule
8 31(b), Ariz. R. Sup. Ct., with slight variations in the language).

9 3. On or about December 27, 2023, Respondent Aguirre registered
10 “Beyond Attorneys” as a tradename with the Office of the Arizona Secretary of
11 State; Respondent Aguirre identified the nature of the business as “Legal
12 Consulting.”

13 4. At all times relevant, neither Respondent Aguirre nor Respondent
14 Beyond Attorneys, LLC was authorized to engage in the practice of law in the State
15 of Arizona.

16 5. At all times relevant, Respondent Aguirre was aware that he was not a
17 member of the State Bar of Arizona and had never been authorized to engage in the
18 practice of law in Arizona.

19 6. At all times relevant, neither Respondent Aguirre nor Respondent
20 Beyond Attorneys, LLC was a legal document preparer certified by the Supreme
21

1 Court of Arizona pursuant to Rule 31.3(e)(4), Ariz. R. Sup. Ct., and § 7-208 of the
2 Arizona Code of Judicial Administration (ACJA).

3 7. At all times relevant, Respondent Aguirre was aware that neither he nor
4 Respondent Beyond Attorneys, LLC was a legal document preparer certified by the
5 Supreme Court of Arizona pursuant to Rule 31.3(e)(4), Ariz. R. Sup. Ct., and
6 § 7-208 of the Arizona Code of Judicial Administration (ACJA).

7 8. At all times relevant, Respondent Beyond Attorneys, LLC was not an
8 Alternative Business Structure licensed by the Arizona Supreme Court pursuant to
9 Rule 31.1(c) and § 7-209 of the ACJA.

10 9. At all times relevant, Respondent Aguirre was aware that Respondent
11 Beyond Attorneys, LLC was not an Alternative Business Structure licensed by the
12 Arizona Supreme Court pursuant to Rule 31.1(c) and § 7-209 of the ACJA.

13 10. At all times relevant, Respondent Aguirre was not a legal
14 paraprofessional licensed by the Arizona Supreme Court pursuant to Rule
15 31.3(e)(4), Ariz. R. Sup. Ct., and § 7-210 of the ACJA.

16 11. At all times relevant, Respondent Aguirre was aware that he was not a
17 legal paraprofessional licensed by the Arizona Supreme Court pursuant to Rule
18 31.3(e)(4), Ariz. R. Sup. Ct., and § 7-210 of the ACJA.

19 12. At all times relevant, Respondents Aguirre and Beyond Attorneys, LLC
20 were required to comply with the rules, orders and relevant case law of the Arizona
21

1 Supreme Court regarding the practice of law and the unauthorized practice of law,
2 but failed to do so.

3 COUNT SEVEN

4 13. On or about March 9, 2025, Respondent Aguirre drafted and sent a
5 demand letter to Tom Barber and Mirella Santome on Federico Torres Villegas'
6 behalf (3D Contracting, LLC was "copied" on that letter).

7 a. That March 9, 2025 demand letter was on Beyond Attorneys, LLC
8 letterhead.

9 b. That March 9, 2025 demand letter included a demand for payment
10 for property damage that had occurred at 1111 West Roosevelt Street,
11 Phoenix, Arizona.

12 c. That March 9, 2025 demand letter included the following: (a) a
13 **"formal demand for payment** in the amount of \$150,000 due to the
14 substantial property damage caused by [Barber and Santome's] contractors";
15 (b) "[C]onstruction activities have resulted in serious and ongoing damage
16 to the adjacent property [. . .], including severe sewage backup,
17 uninhabitable conditions, and significant emotional and financial distress";
18 (c) statements of fact that allegedly led to the property damage; (d) a
19 **"demand [for] full payment of \$150,000 within 15 days** of receipt of this
20 letter" (bold typeface in original); (e) "Failure to comply [with the demand]
21 will result in immediate legal action in **Maricopa County Superior Court,**

1 where we will pursue claims for **negligence, property damage, and**
2 **nuisance.**, [sic] where we will seek compensatory damages, attorney’s fees,
3 **punitive damages**, and any additional relief the court deems appropriate.
4 [sic] due to your reckless disregard for public safety and property rights”
5 (bold typeface in original); (f) “This is your **final opportunity** to resolve
6 this matter without costly litigation” (bold typeface in original); (g) “If
7 payment is not received within the stated deadline, we will file suit **without**
8 **further notice**” (bold typeface in original); (h) “Should this proceed to
9 court, we will pursue the full extent of damages, including treble damages
10 where applicable, and expose the City of Phoenix’s documented warnings
11 against your contractor’s actions”; (i) a reference to “discuss[ing] **payment**
12 **arrangements**” (bold typeface in original); (j) a statement that “any delay or
13 failure to respond will be considered **bad faith**, potentially increasing your
14 liability for additional damages, attorneys’ fees, and court sanctions. [sic]
15 and will only strengthen our case for punitive damages and injunctive relief,
16 if necessary to prevent further harm” (bold typeface in original); and (k)
17 Respondent Aguirre’s signature, followed by “Francisco X. Aguirre[,] CEO,
18 Beyond Attorneys, LLC”.

19 Count Seven Violation

20 By engaging in the conduct set forth in Count Seven, Respondents Francisco
21 X. Aguirre and Beyond Attorneys, LLC violated Rules 31.1(a), 31.2 and 33(c), Ariz.

1 R. Sup. Ct., by engaging in the unauthorized practice of law in Arizona.

2 **Conditional Dismissals**

3 Respondents Francisco X. Aguirre and Beyond Attorneys, LLC and the State
4 Bar agree that Counts One through Six of the State Bar's First Amended Complaint
5 and the allegations in Count Seven of the First Amended Complaint that are not
6 addressed above will be dismissed with prejudice. Any additional findings of the
7 unauthorized practice of law by Respondents Francisco X. Aguirre and Beyond
8 Attorneys, LLC based on the dismissed counts would not alter the sanctions to be
9 imposed.

10 **JOINT MEMORANDUM IN SUPPORT
11 OF CONSENT AGREEMENT**

12 **SANCTIONS**

13 Respondents Francisco X. Aguirre and Beyond Attorneys, LLC agree not to
14 engage in any conduct that violates Rules 31, 31.1, 31.2, 31.3 or 33(c), Ariz. R. Sup.
15 Ct., and relevant case law (*i.e.*, Respondents Francisco X. Aguirre and Beyond
16 Attorneys, LLC agree not to engage in the unauthorized practice of law or conduct
17 that a court could determine comprises the unauthorized practice of law, or to use
18 designations or language that are reasonably likely to induce others to believe that
19 either of them is authorized to engage in the practice of law or provide legal services
20 in Arizona).

21 Respondents Francisco X. Aguirre and Beyond Attorneys, LLC and the State
Bar agree that, based on the conditional admissions contained herein, the

1 appropriate sanctions for engaging in the unauthorized practice of law, as set forth
2 above, is the entry of a judgment and order that includes the following terms:

3 A. Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC
4 must immediately cease and desist engaging in activity that amounts to the
5 unauthorized practice of law in Arizona, as set forth in Rule 31, 31.1, 31.2,
6 31.3 and 33(c), Ariz. R. Sup. Ct., and relevant case law.

7 B. Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC
8 are permanently enjoined from engaging in activity that amounts to the
9 unauthorized practice of law in Arizona, as set forth in Rules 31, 31.1, 31.2,
10 31.3 and 33(c), Ariz. R. Sup. Ct., and relevant case law.

11 C. Respondents Francisco X. Aguirre and Beyond Attorneys, LLC
12 agree to pay restitution to Sheena Mike in the amount of \$1,500 within 30
13 days of entry of a judgment and order entered by this Court (although Count
14 Two of the State Bar's First Amended Complaint, which addressed Sheena
15 Mike's payment of \$1,500 to Respondents Francisco X. Aguirre and Beyond
16 Attorneys, LLC, is being dismissed as part of this consent agreement,
17 Respondents Francisco X. Aguirre and Beyond Attorneys, LLC agree to pay
18 restitution based on the allegations in that Count). Respondents Francisco
19 Xavier Aguirre and Beyond Attorneys, LLC agree to pay restitution without
20 admission of liability and solely for purposes of resolving the pending First
21 Amended Complaint.

1 D. Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC
2 immediately notify current customers for whom either has agreed to prepare
3 legal documents, give legal advice, negotiate, or otherwise perform legal
4 services of the sanctions imposed.

5 E. Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC
6 immediately return to all current customers in pending matters any documents
7 and other property to which they are entitled, including their files. This
8 provision does *not* require Respondents Francisco Xavier Aguirre and Beyond
9 Attorneys, LLC to return internal templates, forms or documents that do not
10 belong to the customer.

11 F. Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC
12 must immediately cease using any language that is reasonably likely to induce
13 others to believe that either is authorized to engage in the practice of law or
14 provide legal services in Arizona (including any reference to the ability to
15 negotiate on another person's behalf).

16 The State Bar of Arizona waives any claim or right to an assessment of
17 attorney's fees or the costs and expenses of its investigation in this proceeding,
18 based in part on Respondents Francisco Xavier Aguirre and Beyond Attorneys,
19 LLC's consent to the entry of a judgment and order against them that includes a
20 permanent injunction prohibiting them from engaging in the unauthorized practice
21 of law in Arizona.

1 Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC agree to,
2 and understand that, the sanctions listed above will be included in a judgment and
3 order to be entered against them if this Consent Agreement is accepted by the Court.

4 Sanctions greater than those set forth above are not appropriate because (a) the
5 sanctions to be imposed against Respondents Francisco Xavier Aguirre and Beyond
6 Attorneys, LLC will prohibit them from continuing to engage in the unauthorized
7 practice of law in Arizona; (b) Respondents Francisco Xavier Aguirre and Beyond
8 Attorneys, LLC have cooperated in resolving this matter through this Consent
9 Agreement; and (c) Respondents Francisco Xavier Aguirre and Beyond Attorneys,
10 LLC have agreed to pay restitution to those entitled to restitution based on the State
11 Bar's First Amended Complaint.

12 Lesser sanctions are not appropriate because Respondents Francisco Xavier
13 Aguirre and Beyond Attorneys, LLC's unauthorized practice of law occurred in the
14 course of operating a business that provided legal advice or services to Arizona
15 residents.

16 Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC
17 understand the following:

- 18 (a) The practice of law is defined in Arizona Supreme Court Rule 31(b) as:
19 (1) preparing or expressing legal opinions to or for another person or
20 entity;

1 (2) representing a person or entity in a judicial, quasi-judicial, or
2 administrative proceeding, or other formal dispute resolution
3 process such as arbitration or mediation;

4 (3) preparing a document, in any medium, on behalf of a specific
5 person or entity for filing in any court, administrative agency, or
6 tribunal;

7 (4) negotiating legal rights or responsibilities on behalf of a specific
8 person or entity (including the preparation of demand letters on
9 behalf of others); or

10 (5) preparing a document, in any medium, intended to affect or secure
11 a specific person's or entity's legal rights (including the
12 preparation of demand letters on behalf of others).

13 (b) Except as provided in the Rules of the Arizona Supreme Court, a
14 person or entity must not:

15 (1) engage in the practice of law or provide legal services in Arizona
16 (*see* Rules 31.1(a), 31.2(a) and 33(c), Ariz. R. Sup. Ct.) ; or

17 (2) use the designations "lawyer," "attorney at law," "counselor at
18 law," "law," "law office," "J.D.," "Esq.," "alternative business
19 structure (ABS)," or other equivalent words that are reasonably
20 likely to induce others to believe that the person or entity is
21

1 authorized to engage in the practice of law or provide legal
2 services in Arizona (*see* Arizona Supreme Court Rule 31.2).

3 COMPLIANCE

4 Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC
5 acknowledge their individual duties to comply with all rules pertaining to the
6 unauthorized practice of law, including Rules 31, 31.1, 31.2, 31.3 and 33(c), Ariz. R.
7 Sup. Ct., and all case law interpreting those rules. If Respondents Francisco Xavier
8 Aguirre and Beyond Attorneys, LLC have questions or concerns that their conduct or
9 proposed conduct may violate any provision of this agreement, the order to be
10 entered by the Court based on this Agreement, or the Rules of the Arizona Supreme
11 Court and relevant case law, they will contact the Attorney Ethics Advisory
12 Committee of the Supreme Court of Arizona. Information about the Committee may
13 be found at <http://www.azcourts.gov/cld/Attorney-Ethics-Advisory-Committee>.

14 Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC and the
15 State Bar understand this agreement is subject to review and acceptance by the Court,
16 and that the Court may accept, reject or order the modification of this agreement.

17 The State Bar of Arizona and Respondents Francisco Xavier Aguirre and
18 Beyond Attorneys, LLC agree this agreement and the disposition set forth herein are
19 appropriate under the facts and circumstances of this case. Furthermore, Respondents
20 Francisco Xavier Aguirre and Beyond Attorneys, LLC are aware that any future
21 activity by either of them that amounts to a violation of a judgment and order entered

1 pursuant to this consent agreement or that amounts to the unauthorized practice of
2 law will be *prima facie* evidence that one or both of them knew they had violated or
3 were violating that judgment and order and/or the rules regarding the unauthorized
4 practice of law, in which case one or both of them will be subject to contempt
5 proceedings.

6 Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC understand
7 that if either violates any part of this agreement, the Court may find one or both of
8 them in contempt of court, which may be punishable by fines, incarceration or other
9 sanctions, and may include an order assessing reasonable attorney's fees and the
10 costs and expenses of any proceeding enforcing this agreement.

11 Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC understand
12 they will remain subject to the jurisdiction of the Court with respect to the
13 unauthorized practice of law in Arizona.

14 This agreement, with conditional admissions, is submitted freely and
15 voluntarily and not under coercion or intimidation. Respondents Francisco Xavier
16 Aguirre and Beyond Attorneys, LLC are aware of the Rules of the Arizona Supreme
17 Court with respect to the unauthorized practice of law.

18 The State Bar of Arizona and Respondents Francisco Xavier Aguirre and
19 Beyond Attorneys, LLC agree that any judgment and order entered as a result of this
20 agreement will become effective the date the Maricopa County Superior Court Clerk's
21 Office enters a signed judgment in its docket.

1 DATED this 11th day of December, 2025.

2 STATE BAR OF ARIZONA

3 James D. Lee
4 James D. Lee
5 Senior Bar Counsel/Unauthorized Practice of
6 Law Counsel

6 DATED this 11 day of December, 2025.

7
8 Francisco X. Aguirre
9 Respondent

10 DATED this 11 day of December, 2025.

11 Beyond Attorneys, LLC
12 By Francisco X. Aguirre, owner of Beyond
13 Attorneys, LLC
14 Respondent

15 Approved as to form and
16 content by Chief Bar Counsel

17 Maret Vessella
18 Maret Vessella

19 Original filed with the Clerk of
20 the Maricopa County Superior Court of Arizona
21 this 11th day of December, 2025.

1 Copy of the foregoing emailed
this 11th day of December, 2025, to:

2 Francisco X. Aguirre
3 6929 East 2nd Street, Unit 11
4 Scottsdale, Arizona 85251
5 Email: fxagui@aol.com and fxa@beyondlawoffice.com
Respondents

6 by: /s/Melissa Duarte
JDL:md

1
2 **IN THE SUPERIOR COURT OF ARIZONA**
3 **MARICOPA COUNTY**

4 **STATE BAR OF ARIZONA,**

Case No. CV2025-008737

5 Plaintiff,

6 vs.

JUDGMENT AND ORDER

7 **FRANCISCO XAVIER AGUIRRE**
8 and **BEYOND ATTORNEYS, LLC,**

9 Respondents.

Assigned to the
Honorable Randall Warner Warner

10 This matter having come on for consideration of a consent agreement by the
11 superior court, and said court having duly rendered its decision,

12 **IT IS ORDERED, ADJUDGED AND DECREED,** pursuant to Rule 76(b)(2),
13 Ariz. R. Sup. Ct., that Respondents Francisco X. Aguirre and Beyond Attorneys, LLC
14 must immediately cease and desist engaging in activity that amounts to the
15 unauthorized practice of law in Arizona, as set forth in Rules 31, 31.1, 31.2, 31.3 and
16 33(c), Ariz. R. Sup. Ct., and relevant case law.

17 **IT IS FURTHER ORDERED,** pursuant to Rule 76(b)(3), Ariz. R. Sup. Ct.,
18 that Respondents Francisco X. Aguirre and Beyond Attorneys, LLC are permanently
19 enjoined from engaging in activity that amounts to the unauthorized practice of law
20 in Arizona, as set forth in Rules 31, 31.1, 31.2, 31.3 and 33(c), Ariz. R. Sup. Ct., and
21 relevant case law.

1 “Practice of law” is defined in Rule 31(b), Ariz. R. Sup. Ct., as:

2 (1) preparing or expressing legal opinions to or for another person or
3 entity;

4 (2) representing a person or entity in a judicial, quasi-judicial, or
5 administrative proceeding, or other formal dispute resolution process
6 such as arbitration or mediation;

7 (3) preparing a document, in any medium, on behalf of a specific person
8 or entity for filing in any court, administrative agency, or tribunal;

9 (4) negotiating legal rights or responsibilities on behalf of a specific
10 person or entity; or

11 (5) preparing a document, in any medium, intended to affect or secure
12 a specific person’s or entity’s legal rights.

13 Rule 31.2, Ariz. R. Sup. Ct. (“Unauthorized Practice of Law”) states:

14 Except as provided in Rule 31.3, a person, entity, or ABS [Alternative
15 Business Structure] who is not authorized to practice law in Arizona
16 under Rule 31.1(a), (c), or Rule 31.3 must not:

17 (a) engage in the practice of law or provide legal services in Arizona;
18 or

19 (b) use the designations “lawyer,” “attorney at law,” “counselor at law,”
20 “law,” “law office,” “J.D.,” “Esq.,” “alternate business structure
21 (ABS),” or other equivalent words that are reasonably likely to induce
others to believe that the person or entity is authorized to engage in the
practice of law or provide legal services in Arizona.

IT IS FURTHER ORDERED, pursuant to 76(b)(5), Ariz. R. Sup. Ct., that
Respondents Francisco X. Aguirre and Beyond Attorneys, LLC pay restitution to
Sheena Mike in the amount of \$1,500 within 30 days of entry of a judgment and order
entered by this Court. Payment of restitution does not amount to an admission of
liability.

1 **IT IS FURTHER ORDERED**, pursuant to Rule 76(b)(2)(A), Ariz. R. Sup.
2 Ct., that Respondents Francisco X. Aguirre and Beyond Attorneys, LLC immediately
3 notify current customers for whom either has agreed to prepare legal documents, give
4 legal advice, negotiate, or otherwise perform legal services of the sanctions imposed.

5 **IT IS FURTHER ORDERED**, pursuant to Rule 76(b)(2)(B), Ariz. R. Sup.
6 Ct., that Respondents Francisco X. Aguirre and Beyond Attorneys, LLC immediately
7 return to all current customers in pending matters any documents and other property
8 to which they are entitled, including their files. This provision does *not* require
9 Respondents Francisco Xavier Aguirre and Beyond Attorneys, LLC to return internal
10 templates, forms or documents that do not belong to the customer.

11 **IT IS FURTHER ORDERED**, pursuant to Rule 76(b)(2)(C), Ariz. R. Sup.
12 Ct., that Respondents Francisco X. Aguirre and Beyond Attorneys, LLC must
13 immediately cease using any language that is reasonably likely to induce others to
14 believe that either is authorized to engage in the practice of law or provide legal
15 services in Arizona (including any reference to the ability to negotiate on another
16 person's behalf).

17 **IT IS FURTHER ORDERED** dismissing with prejudice Counts One through
18 Six of the State Bar's First Amended Complaint and the allegations in Count Seven
19 of the First Amended Complaint that were not addressed in the parties' Consent
20 Agreement.
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IT IS FURTHER ORDERED that this Order becomes effective the date it is entered by the Maricopa County Superior Court Clerk’s Office.

IT IS FURTHER ORDERED that Respondents Francisco X. Aguirre and Beyond Attorneys, LLC will remain subject to the jurisdiction of the Supreme Court of Arizona with respect to unauthorized practice of law matters.

IT IS FURTHER ORDERED entering this judgment as a final judgment pursuant to Rule 54(c), Ariz. R. Civ. P., because no further matters remain pending.

DATED this _____ day of December, 2025.

Judge Randall Warner
Maricopa County Superior Court

Original filed with the Clerk of the Maricopa County Superior Court this _____ day of December, 2025.

by: _____

Filing ID: 21114560 Case Number: CV2025-008737
Original Filing ID: 21099133

Granted as Submitted



/S/ Randall Warner Date: 12/15/2025
Judicial Officer of Superior Court

Exhibit UST-H

ENDORSEMENT PAGE

CASE NUMBER: CV2025-008737

SIGNATURE DATE: 12/15/2025

E-FILING ID #: 21114560

FILED DATE: 12/16/2025 8:00:00 AM

JAMES D LEE

BEYOND ATTORNEYS L L C
7014 E CAMEL BACK RD STE B 100 A
SCOTTSDALE AZ 85251

FRANCISCO XAVIER AGUIRRE
6929 E 2ND ST UNIT 11 SCOTTSDALE AZ 85251

Electronically Recorded

FILED
JUN 06 2018 1:55 PM
CHRIS DEROSE, Clerk
By L. Brown
L. Brown, Deputy

1 James D. Lee, Bar No. 011586
2 Senior Bar Counsel/Unauthorized Practice of Law Counsel
3 State Bar of Arizona
4 4201 North 24th Street, Suite 100
5 Phoenix, Arizona 85016-6266
6 Telephone: (602) 340-7272
7 Email: LRO@staff.azbar.org

8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**
9 **IN AND FOR THE COUNTY OF MARICOPA**

10 **STATE BAR OF ARIZONA,**

CV2017-013626

11 Plaintiff,

**JUDGMENT OF DEFAULT
AND CEASE AND DESIST ORDER**

12 vs.

(Unauthorized Practice of Law;
Rules 75-80, Ariz. R. Sup. Ct.)

13 **FRANCISCO XAVIER AGUIRRE,**

14 Respondent.

Assigned to the Honorable David
Garbarino

15 1. This matter came before the Court on the State Bar of Arizona's Application and
16 Affidavit for Default. The Court has reviewed the pleadings of record and other relevant
17 documents filed with the Court, and conducted a hearing on June 6, 2018, on the issue
18 of the relief to be awarded to the State Bar.

19 2. Being fully advised in the premises, the Court finds as follows:
20
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- 1 a. Respondent Francisco Xavier Aguirre was regularly served with process, but failed to
2 appear and answer the State Bar's complaint within the period prescribed by Rule
3 55(a), Ariz. R. Civ. P.
- 4 b. The default of Respondent Francisco Xavier Aguirre was duly entered on April 26,
5 2018.
- 6 c. Respondent is not in the active military service of the United States, or has otherwise
7 waived his rights under the Service Members Civil Relief Act (formerly "Soldiers'
8 and Sailors' Civil Relief Act").
- 9 d. Respondent Francisco Xavier Aguirre is not a minor and is not incompetent.
- 10 e. The State Bar of Arizona, at the hearing held on June 6, 2018, established
11 entitlement to affirmative relief against Respondent Francisco Xavier Aguirre, as
12 specified herein.
- 13 f. The Court further finds that no further matters remain pending and that this judgment
14 should be entered as a final judgment pursuant to Rule 54(c), Ariz. R. Civ. P.

15 Based upon the foregoing findings, and good cause appearing therefore,

16 **IT IS ORDERED, ADJUDGED AND DECREED** that the State Bar of Arizona be
17 awarded judgment against Respondent.

18 **IT IS FURTHER ORDERED**, pursuant to Rules 76(a) and 76(b)(2) and (3), Ariz. R.
19 Sup. Ct., that Respondent, and any corporate or business entity owned, controlled or operated
20 by Respondent, immediately and permanently cease and desist from engaging in the
21 unauthorized practice of law in Arizona, as defined by Rule 31(a)(2)(B), Ariz. R. Sup. Ct.,

1 and relevant case law. The “practice of law” is defined by Rule 31(a)(2)(A), Ariz. R. Sup. Ct.,
2 as:

- 3 a. preparing any document in any medium intended to affect or secure legal rights for
4 a specific person or entity;
- 5 b. preparing or expressing legal opinions;
- 6 c. representing another in a judicial, quasi-judicial, or administrative proceeding, or
7 other formal dispute resolution process such as arbitration and mediation;
- 8 d. preparing any document through any medium for filing in any court, administrative
9 agency or tribunal for a specific person or entity; or
- 10 e. negotiating legal rights or responsibilities for a specific person or entity.

11 **IT IS FURTHER ORDERED** that Respondent, and any corporate or business entity
12 owned, controlled or operated by Respondent, is immediately and permanently enjoined from
13 using the designations “lawyer,” “attorney at law,” “counselor at law,” “law,” “law office,”
14 “J.D.,” “Esq.,” or other equivalent words, the use of which is reasonably likely to induce
15 others to believe that Respondent or any corporate or business entity owned, controlled or
16 operated by Respondent is authorized to engage in the practice of law in Arizona.

17 **IT IS FURTHER ORDERED** that Respondent and any business or corporate entity
18 owned, controlled or operated by Respondent is permanently enjoined from giving the
19 appearance of maintaining an address or business within the State of Arizona for the purpose
20 of providing legal advice or services.

21 **IT IS FURTHER ORDERED** that Respondent, and any business or corporate entity

1 owned, controlled or operated by Respondent, will immediately delete all references to legal
2 advice or legal services on all correspondence, letterhead, business cards, and other
3 advertising materials, and will remove from all electronic media, including,
4 networkingphoenix.com, all references to himself as an attorney or as authorized to provide
5 legal advice or services in Arizona and all references to any business or corporate entity
6 owned, controlled or operated by Respondent as authorized to provide legal advice or services
7 in Arizona.

8 **IT IS FURTHER ORDERED** that Respondent must respond promptly to any inquiry
9 or request from unauthorized practice of law counsel, a superior court or the Supreme Court
10 of Arizona, made pursuant to Rules 75 through 80, Ariz. R. Sup. Ct.

11 **IT IS FURTHER ORDERED** that upon entry and service of this Order, Respondent
12 shall immediately:

- 13 a. Notify existing customers, opposing counsel, opposing parties (if not represented
14 by counsel), insurance representatives, and any other parties involved in existing
15 matters, of such sanctions; and
16 b. Return to any and all customers in pending matters, any documents or other property
17 to which they are entitled, including their files.


18 **IT IS FURTHER ORDERED** that Respondent pay restitution to Jesus and Dinorah
19 Rodriguez in the amount of \$13,031.83, which was the total amount that Respondent (a)
20 inappropriately retained; and (b) charged, collected or retained for providing advice or
21 services constituting the unauthorized practice of law in violation of Rule 31, Ariz. R. Sup.

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Ct., and relevant case law.

IT IS FURTHER ORDERED that this judgment is, and shall be, entered as a final judgment pursuant to Rule 54(c), Ariz. R Civ. P.

DATED this 1ⁿ day of March, 2018.



David Garbarino
Commissioner of the Superior Court of Maricopa
County Commissioner David W Garbarino



ARIZONA SECRETARY OF STATE

(<https://azsos.gov>)

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[Services \(https://azsos.gov/services\)](https://azsos.gov/services) [Rules \(https://azsos.gov/rules\)](https://azsos.gov/rules) [About \(https://azsos.gov/about\)](https://azsos.gov/about)

Entity Search

[Back](#)

File ID: 9363826

Name: Beyond Attorneys

Business Address: 5635 N. Scottsdale Rd.
Suite 170-J
Scottsdale, Arizona
85250

Mailing Address: 5635 N. Scottsdale Rd.
Suite 170-J
Scottsdale, Arizona
85250

Phone: 602-228-8507

Exhibit UST-J

Nature of Business: Legal Consulting

Date of First Use: May 1, 2023

Date Registered: December 27, 2023

Expiration Date: December 27, 2028

Applicants: Francisco X Aguirre Person
Beyond Law Office LLC Arizona Limited Liability Company

Registration Information: Registration Received: December 27, 2023 Expires: December 27, 2028

Correspondence History: Trade Name Application: Filed: December 27, 2023

Back

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**STATUTORY AGENT RESIGNATION
 LIMITED LIABILITY COMPANY**

Read the Instructions L032i

1. **ENTITY NAME** – give the exact name of the LLC as currently shown in A.C.C. records:
 BEYOND ATTORNEYS, LLC

2. **STATUTORY AGENT NAME** – list the exact name of the resigning statutory agent as currently shown in A.C.C. records:
 FRANCISCO X. AGUIRRE

3. **PRINCIPAL ADDRESS** – is the principal address for the LLC as currently shown in A.C.C. records the same as the street address and/or mailing address of the undersigned statutory agent? Yes No
 - 3.1 If you answered yes to number 3, do you want to discontinue use of your Street or Mailing address as the principal address for the LLC? Yes No
4. **NOTICE OF RESIGNATION** – by the signature appearing below, the undersigned Statutory Agent certifies that written notice of this resignation was mailed to the LLC at the following address:

FRANCISCO X. AGUIRRE		
Attention (optional) 6929 E 2ND ST.		
Address 1 APT 11		
Address 2 (optional) SCOTTSDALE	AZ	85251
City	State or Province	Zip
Country UNITED STATES		

5. **STATEMENT OF RESIGNATION** – by the signature appearing below, the statutory agent hereby resigns from the appointment as statutory agent for the LLC named in number 1 above. The appointment as statutory agent terminates (the resignation is effective) as of the thirty-first (31st) day after the date on which the Statutory Agent Resignation is received by the Arizona Corporation Commission or upon appointment of a new statutory agent, whichever occurs first.

SIGNATURE: By checking the box marked "I accept" below, I acknowledge *under penalty of law* that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

Signature  Printed Name FRANCISCO X. AGUIRRE Date 12/8/20256

REQUIRED – check only one:

<input checked="" type="checkbox"/> Individual as statutory agent: I am signing on behalf of myself as the individual (natural person) resigning as statutory agent.	<input type="checkbox"/> Entity as statutory agent: I am signing on behalf of the entity resigning as statutory agent, and I am authorized to act for that entity.
---	---

Expedited or Same Day/Next Day services are available for an additional fee – see Instructions or Cover sheet for prices.

Filing Fee: None (regular processing) All fees are nonrefundable - see Instructions.	Mail: Arizona Corporation Commission - Examination Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax (for Regular or Expedite Service ONLY): 602-542-4100 Fax (for Same Day/Next Day Service ONLY): 602-542-0900
---	--

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business. All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection. If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

RECEIVED

JAN 05 2025

ARIZONA CORP COMMISSION
CORPORATIONS DIVISION

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

ARTICLES OF TERMINATION LIMITED LIABILITY COMPANY

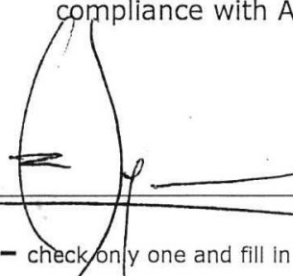
Read the Instructions L0311

1. **ENTITY NAME** – give the exact name of the LLC as currently shown in A.C.C. records:

BEYOND ATTORNEYS, LLC

2. **STATEMENT CONCERNING PROPERTIES AND ASSETS** - by the signature appearing below, the limited liability company named in number 1 above affirms or certifies under penalty of perjury that all of its known properties and assets have been applied and distributed pursuant to chapter 7, title 29 of the Arizona Revised Statutes.

SIGNATURE: By checking the box marked "I accept" below, I acknowledge *under penalty of law* that this document together with any attachments is submitted in compliance with Arizona law.



I ACCEPT

FRANCISCO X. AGUIRRE

01/05/2026

Signature

Printed Name

Date (mm/dd/yyyy)

REQUIRED – check only one and fill in the corresponding blank if signing for an entity:

<input checked="" type="checkbox"/> I am an individual authorized to sign this document.	<input type="checkbox"/> I am signing on behalf of an entity that is authorized to sign this document.
---	---

Expedited or Same Day/Next Day services are available for an additional fee – see Instructions or Cover sheet for prices.

Filing Fee: \$35.00 (regular processing) All fees are nonrefundable - see Instructions.	Mail: Arizona Corporation Commission - Examination Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax (for Regular or Expedite Service ONLY): 602-542-4100 Fax (for Same Day/Next Day Service ONLY): 602-542-0900
--	--

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Public Access to Court Information - Case Search

Case Information			
Case Number:	S-0700-CR-2017001272	view case minutes	
Title:	St of AZ Vs. Francisco Aguirre	Category:	CRIMINAL
Court:	Maricopa County Superior	Filing Date:	2/22/2017
Judge:		Disposition Date:	

Francisco Aguirre DEFENDANT - D2					Date of Birth: 12/1960
Citation	Count	Description	Disp. Date	Disposition	
	1	***	1/11/2018	Guilty	
	2	***	1/11/2018	DISMISSED ON MOTION OF COURT OR DEFENDANT	
	3	***	1/11/2018	DISMISSED ON MOTION OF COURT OR DEFENDANT	
	4	***	1/11/2018	DISMISSED ON MOTION OF COURT OR DEFENDANT	
	5	***	1/11/2018	DISMISSED ON MOTION OF COURT OR DEFENDANT	
	6	***	1/11/2018	DISMISSED ON MOTION OF COURT OR DEFENDANT	
	7	***	1/11/2018	DISMISSED ON MOTION OF COURT OR DEFENDANT	
	8	***	1/11/2018	Guilty	
	9	***	1/11/2018	Guilty	
	10	***	1/11/2018	DISMISSED ON MOTION OF COURT OR DEFENDANT	
	11	***	1/11/2018	DISMISSED ON MOTION OF COURT OR DEFENDANT	
	12	***	1/11/2018	DISMISSED ON MOTION OF COURT OR DEFENDANT	
	13	***	1/11/2018	DISMISSED ON MOTION OF COURT OR DEFENDANT	
	14	***	1/11/2018	DISMISSED ON MOTION OF COURT OR DEFENDANT	
	15	***	1/11/2018	Guilty	
	16	***	1/11/2018	DISMISSED ON MOTION OF COURT OR DEFENDANT	
	17	***	1/11/2018	DISMISSED ON MOTION OF COURT OR DEFENDANT	
	18	***	1/11/2018	DISMISSED ON MOTION OF COURT OR DEFENDANT	
	19	***	1/11/2018	DISMISSED ON MOTION OF COURT OR DEFENDANT	
	20	***	1/11/2018	DISMISSED ON MOTION OF COURT OR DEFENDANT	

Giselle Beltran DEFENDANT - D4					Date of Birth: 01/1992
Citation	Count	Description	Disp. Date	Disposition	
	1	***	1/30/2018	Pled to Other Charges	
	2	***	1/30/2018	Pled to Other Charges	
	3	***	1/30/2018	DISMISSED ON MOTION OF COURT OR DEFENDANT	

Clerk Of The Court Unknown - ?10

Grand Jury Unknown - ?3

Janethe Rodriguez DEFENDANT - D5					Date of Birth: 08/1988
Citation	Count	Description	Disp. Date	Disposition	
	1	***	5/3/2018	DISMISSED ON MOTION/REQUEST OF PROSECUTOR	
	2	***	5/3/2018	DISMISSED ON MOTION/REQUEST OF PROSECUTOR	
	3	***	5/3/2018	DISMISSED ON MOTION/REQUEST OF PROSECUTOR	

State Of Arizona PLAINTIFF - P1	
Victim	VICTIM - V6
Victim	VICTIM - V7
Victim	VICTIM - V8
Victim	VICTIM - V9

Case Activity		
Date	Description	Party
3/13/2026	DIP - Dispo: Revoke-imprisonment/reinstate-probation	D2
3/12/2026	NRD - Notice Of Release Of Deposit	D2
3/11/2026	Disposition Hearing	D2
3/11/2026	OCP-Order of Confinement/Sentence of Imprisonment to ADOC	D2
3/11/2026	NRR - Notice Of Rights	D2
3/11/2026	TOP - Terms and Conditions Of Probation	D2

3/11/2026	PVR - Probation Violation Report	D2
3/11/2026	TCP - Terms & Conditions Of Probation/Money Ordered	D2
3/11/2026	ORE - Order To Release/Exonerate Bond	D2
3/8/2026	MEM - Memorandum	D2
2/20/2026	169 - ME: Sent/Dispo Reset	D2
2/18/2026	Disposition Hearing	D2
1/14/2026	169 - ME: Sent/Dispo Reset	D2
1/5/2026	Disposition Hearing	D2
1/2/2026	NOT - Notice	D2
1/2/2026	NOT - Notice	P1
12/26/2025	PV APD Hearing	D2
11/25/2025	113 - ME: Violation Hearing	D2
11/24/2025	Non-Witness Violation Hearing	V8
11/24/2025	Non-Witness Violation Hearing	P1
11/24/2025	Non-Witness Violation Hearing	V9
11/24/2025	Non-Witness Violation Hearing	D2
11/24/2025	Non-Witness Violation Hearing	V6
11/24/2025	Disposition Hearing	D2
11/24/2025	Non-Witness Violation Hearing	V7
11/19/2025	PV APD Hearing	D2
11/6/2025	MEC = Memo to the Court	D2
10/9/2025	112 - ME: Revocation Arraignment	D2
10/8/2025	Probation Revocation Arraignment Hearing	D2
10/8/2025	Disposition Hearing	D2
10/8/2025	NDC - Notice Of Deposit With Court	D2
10/3/2025	WRS-Warrant Served	D2
10/2/2025	PV APD Hearing	D2
10/1/2025	Initial Appearance	D2
10/1/2025	ROC <input type="checkbox"/> Release Order/Order Regarding Counsel	D2
10/1/2025	IAD - Initial Appearance Document	D2
10/1/2025	RQU - Release Questionnaire	D2
9/30/2025	PVI - Probation Violation Warrant Issued	D2
9/30/2025	Adult Probation	D2
9/30/2025	PRP - Petition To Revoke Probation/Order w/warrant	D2
12/26/2024	MER - Memorandum of Restitution Delinquency	D4
11/6/2023	CRR - Criminal Restitution Order	D2
6/14/2023	RSD - Request to Establish Start Date of Restitution, Probat	D2
6/7/2023	LET - Letter	D2
2/14/2023	023 - ME: Order Entered By Court	D2
1/31/2023	Pro Per Letter/Motion/Pleading	D2
1/31/2023	Pro Per Letter/Motion/Pleading	P1
1/13/2023	Pro Per Letter/Motion/Pleading	P1
1/13/2023	PPM <input type="checkbox"/> Pro Per Motion/Notice/Mail	D2
1/13/2023	Pro Per Letter/Motion/Pleading	D2
11/21/2022	022 - ME: Order Signed	D4
11/17/2022	ORD - Order	D4

11/3/2022	Request	D4
11/3/2022	Request	P1
11/2/2022	REQ - Request	P1
11/2/2022	REQ - Request	D4
10/5/2022	005 - ME: Hearing	D4
9/30/2022	Oral Argument	D4
9/30/2022	Oral Argument	P1
9/30/2022	Oral Argument	V6
9/30/2022	Oral Argument	V7
9/30/2022	Oral Argument	V8
9/30/2022	Oral Argument	V9
9/19/2022	094 - ME: Oral Argument Set	D4
8/8/2022	REQ - Request	D4
8/8/2022	Request	D4
8/8/2022	REQ - Request	P1
8/8/2022	Request	P1
6/7/2022	022 - ME: Order Signed	D4
5/24/2022	ORD - Order	D4
5/4/2022	REQ - Request	D4
5/4/2022	Request	D4
5/4/2022	REQ - Request	P1
5/4/2022	Request	P1
4/4/2022	022 - ME: Order Signed	D4
3/30/2022	Criminal Restitution Order	D4
3/30/2022	ORD - Order	D4
3/30/2022	Criminal Restitution Order	P1
3/29/2022	Pro Per Letter/Motion/Pleading	P1
3/29/2022	Pro Per Letter/Motion/Pleading	D2
3/1/2022	PPM <input type="checkbox"/> Pro Per Motion/Notice/Mail	D2
3/1/2022	Pro Per Letter/Motion/Pleading	D2
3/1/2022	Pro Per Letter/Motion/Pleading	P1
1/24/2022	Pro Per Letter/Motion/Pleading	P1
1/24/2022	Pro Per Letter/Motion/Pleading	D2
1/18/2022	PPM <input type="checkbox"/> Pro Per Motion/Notice/Mail	D2
9/1/2021	REQ - Request	D4
9/1/2021	REQ - Request	P1
8/23/2021	022 - ME: Order Signed	D2
8/19/2021	EMF - Email Filed	D2
8/19/2021	ORD - Order	D2
8/6/2021	Motion	D2
8/6/2021	Motion	P1
5/10/2021	118 - ME: Modifica/Terms Probation	D4
5/4/2021	Status Conference	D4
5/4/2021	Status Conference	P1
5/4/2021	Status Conference	V8
5/4/2021	Status Conference	V9

5/4/2021	Status Conference	V7
5/4/2021	Status Conference	V6
4/30/2021	NAR - Notice Of Appearance	D4
4/30/2021	NDR - Notice of Defenses and Request for Notice of Rebuttal	D4
4/30/2021	RAD - Request For Automatic Additional Disclosure	D4
4/21/2021	003 - ME: Hearing Reset	D4
4/15/2021	Status Conference	D4
4/15/2021	Status Conference	V6
4/15/2021	Status Conference	V7
4/15/2021	Status Conference	V9
4/15/2021	Status Conference	V8
4/15/2021	Status Conference	P1
4/12/2021	DRS - Disposition Report Supplemental	D4
4/9/2021	ODM - Order of Discharge from Probation - Misdemeanor Design	D4
4/8/2021	028 - ME: Status Conference Set	D4
4/1/2021	MEM - Memorandum	D4
3/29/2021	PMP - Petition to Modify Condition of Probation/Order	D4
3/19/2021	023 - ME: Order Entered By Court	D4
3/16/2021	MEC = Memo to the Court	D4
3/2/2021	REQ - Request	D2
3/2/2021	REQ - Request	P1
6/9/2020	ODP - Order of Discharge of Probation	D4
5/4/2020	PFC - Petition for Earned Time Credit	D4
7/17/2018	Status Conference	D5
7/17/2018	Status Conference	P1
7/17/2018	Status Conference	V8
7/17/2018	Status Conference	V9
7/17/2018	Status Conference	V7
7/17/2018	Status Conference	V6
6/5/2018	Trial	V6
6/5/2018	Trial	V7
6/5/2018	Trial	V9
6/5/2018	Trial	V8
6/5/2018	Trial	P1
6/5/2018	Trial	D5
5/29/2018	Pre-Trial Conference	D5
5/29/2018	Pre-Trial Conference	P1
5/29/2018	Pre-Trial Conference	V8
5/29/2018	Pre-Trial Conference	V9
5/29/2018	Pre-Trial Conference	V7
5/29/2018	Pre-Trial Conference	V6
5/16/2018	DRE - Disposition Report	D5
5/10/2018	042 - ME: Case Dismissed - Full	D5
5/10/2018	PMP - Petition to Modify Condition of Probation/Order	D2
5/9/2018	ORD - Order	D5
5/9/2018	ORD - Order	P1

5/8/2018	Adult Probation	P1
5/8/2018	Adult Probation	D2
5/1/2018	Motion	D5
5/1/2018	MTD - Motion To Dismiss	D5
5/1/2018	Motion	P1
5/1/2018	MTD - Motion To Dismiss	P1
4/30/2018	023 - ME: Order Entered By Court	D4
4/10/2018	DRE - Disposition Report	D4
4/4/2018	SOP - Sentencing Order - Probation	D4
4/2/2018	OCJ-Order of Confinement/Sentence to Maricopa County Jail	D4
4/2/2018	TCP - Terms & Conditions Of Probation/Money Ordered	D4
4/2/2018	TOP - Terms and Conditions Of Probation	D4
4/2/2018	DRE - Disposition Report	D2
3/30/2018	NRR - Notice Of Rights	D4
3/30/2018	OCJ-Order of Confinement/Sentence to Maricopa County Jail	D4
3/30/2018	PSD - PSR Supporting Documents	D4
3/30/2018	PSR - Presentence Report	D4
3/30/2018	Sentencing	D4
3/30/2018	TCP - Terms & Conditions Of Probation/Money Ordered	D4
3/30/2018	TOP - Terms and Conditions Of Probation	D4
3/30/2018	Sentencing	P1
3/26/2018	SPI - Sentencing Imprisonment Probation	D2
3/23/2018	Acceptance Of Plea/Snt	D2
3/23/2018	NRR - Notice Of Rights	D2
3/23/2018	OCP-Order of Confinement/Sentence of Imprisonment to ADOC	D2
3/23/2018	OIM <input type="checkbox"/> Order - Imprisonment (monetary orders)	D2
3/23/2018	PSR - Presentence Report	D2
3/23/2018	TCP - Terms & Conditions Of Probation/Money Ordered	D2
3/23/2018	TOP - Terms and Conditions Of Probation	D2
3/23/2018	081 - ME: Trial Vacated	D5
3/23/2018	Acceptance Of Plea/Snt	P1
3/22/2018	Adult Probation	D2
3/20/2018	Complex / Capital Case	D5
3/20/2018	MSP <input type="checkbox"/> Motion for Suspension of Prosecution Pursuant to Rule	D5
3/20/2018	NOT - Notice	D5
3/20/2018	SDD - Notice: Sealed Document	D5
3/20/2018	Complex / Capital Case	P1
3/20/2018	Complex / Capital Case	V6
3/20/2018	Complex / Capital Case	V7
3/20/2018	Complex / Capital Case	V9
3/20/2018	Complex / Capital Case	V8
3/12/2018	169 - ME: Sent/Dispo Reset	D4
3/7/2018	NOT - Notice	D2
3/7/2018	NOT - Notice	P1
3/2/2018	Sentencing	P1
3/2/2018	Sentencing	D4

2/27/2018	NOF - Notice Of Filing	D4
2/12/2018	Acceptance Of Plea/Snt	D2
2/12/2018	Acceptance Of Plea/Snt	P1
2/9/2018	169 - ME: Sent/Dispo Reset	D2
2/7/2018	105 - ME: Plea Agreement/Change Of Plea	D4
2/7/2018	089 - ME: Trial Setting	D5
2/6/2018	105 - ME: Plea Agreement/Change Of Plea	D2
1/30/2018	Complex / Capital Case	D2
1/30/2018	Complex / Capital Case	D5
1/30/2018	Adult Probation	D4
1/30/2018	Complex / Capital Case	D4
1/30/2018	PAG - Plea Agreement	D4
1/30/2018	Complex / Capital Case	P1
1/30/2018	Complex / Capital Case	V8
1/30/2018	Complex / Capital Case	V9
1/30/2018	Complex / Capital Case	V7
1/30/2018	Complex / Capital Case	V6
1/18/2018	331 - ME: Settlement Conference	D2
1/11/2018	Adult Probation	D2
1/11/2018	PAG - Plea Agreement	D2
1/11/2018	Settlement Conference	D2
1/11/2018	Settlement Conference	V7
1/11/2018	Settlement Conference	V9
1/11/2018	Settlement Conference	V8
1/11/2018	Settlement Conference	P1
1/11/2018	Settlement Conference	V6
12/20/2017	ACO - Allegation of Historical Priors	P1
12/20/2017	ACO - Allegation of Historical Priors	D2
12/11/2017	027 - ME: Pretrial Conference	D2
12/11/2017	027 - ME: Pretrial Conference	D4
12/11/2017	027 - ME: Pretrial Conference	D5
12/5/2017	Complex / Capital Case	D5
12/5/2017	Complex / Capital Case	D4
12/5/2017	Complex / Capital Case	D2
12/5/2017	Complex / Capital Case	P1
12/5/2017	Complex / Capital Case	V6
12/5/2017	Complex / Capital Case	V8
12/5/2017	Complex / Capital Case	V9
12/5/2017	Complex / Capital Case	V7
12/4/2017	REP - Report	P1
12/4/2017	REP - Report	D2
12/4/2017	REP - Report	D4
12/4/2017	REP - Report	D5
10/10/2017	027 - ME: Pretrial Conference	D5
10/10/2017	027 - ME: Pretrial Conference	D4
10/10/2017	027 - ME: Pretrial Conference	D2

10/3/2017	Complex / Capital Case	D2
10/3/2017	Complex / Capital Case	D4
10/3/2017	Complex / Capital Case	D5
10/3/2017	Complex / Capital Case	P1
10/3/2017	Complex / Capital Case	V6
10/3/2017	Complex / Capital Case	V7
10/3/2017	Complex / Capital Case	V9
10/3/2017	Complex / Capital Case	V8
10/2/2017	REP - Report	P1
10/2/2017	REP - Report	D5
10/2/2017	REP - Report	D4
10/2/2017	REP - Report	D2
8/24/2017	ORC - Order Regarding Counsel	D2
8/14/2017	027 - ME: Pretrial Conference	D2
8/14/2017	027 - ME: Pretrial Conference	D4
8/14/2017	027 - ME: Pretrial Conference	D5
8/8/2017	Complex / Capital Case	D5
8/8/2017	Complex / Capital Case	D4
8/8/2017	Complex / Capital Case	D2
8/8/2017	Complex / Capital Case	P1
8/8/2017	Complex / Capital Case	V6
8/8/2017	Complex / Capital Case	V8
8/8/2017	Complex / Capital Case	V9
8/8/2017	Complex / Capital Case	V7
6/26/2017	Comprehensive PreTrial Conference	V7
6/26/2017	Comprehensive PreTrial Conference	V9
6/26/2017	Comprehensive PreTrial Conference	V8
6/26/2017	Comprehensive PreTrial Conference	V6
6/26/2017	Comprehensive PreTrial Conference	P1
6/26/2017	Comprehensive PreTrial Conference	D4
6/16/2017	027 - ME: Pretrial Conference	D4
6/16/2017	027 - ME: Pretrial Conference	D2
6/16/2017	027 - ME: Pretrial Conference	D5
6/13/2017	Complex / Capital Case	D5
6/13/2017	REP - Report	D5
6/13/2017	Complex / Capital Case	D2
6/13/2017	REP - Report	D2
6/13/2017	Complex / Capital Case	D4
6/13/2017	REP - Report	D4
6/13/2017	Complex / Capital Case	P1
6/13/2017	REP - Report	P1
6/13/2017	Complex / Capital Case	V6
6/13/2017	Complex / Capital Case	V8
6/13/2017	Complex / Capital Case	V9
6/13/2017	Complex / Capital Case	V7
5/30/2017	599 - ME: Complex Case Order/Initial Pretrial Conference	D4

5/24/2017	Complex Case	D4
5/24/2017	Initial Pretrial Conference	D4
5/24/2017	Initial Pretrial Conference	V7
5/24/2017	Initial Pretrial Conference	V8
5/24/2017	Initial Pretrial Conference	V9
5/24/2017	Initial Pretrial Conference	V6
5/24/2017	Complex Case	P1
5/24/2017	Initial Pretrial Conference	P1
5/23/2017	Complex / Capital Case	P1
5/23/2017	Comprehensive PreTrial Conference	P1
5/23/2017	DAR - Notice of Disclosure and Request for Disclosure	D4
5/23/2017	Comprehensive PreTrial Conference	D2
5/23/2017	Complex / Capital Case	D5
5/23/2017	Comprehensive PreTrial Conference	D5
5/22/2017	023 - ME: Order Entered By Court	D2
5/22/2017	016 - ME: Ext/Time/Filing Granted	D4
5/17/2017	MOT - Motion	D2
5/17/2017	Motion	D2
5/17/2017	Motion	P1
5/17/2017	Motion	V6
5/17/2017	Motion	V9
5/17/2017	Motion	V8
5/17/2017	Motion	V7
5/11/2017	005 - ME: Hearing	D2
5/5/2017	019 - ME: Ruling	D2
5/4/2017	Oral Argument	D2
5/4/2017	Oral Argument	V7
5/4/2017	Oral Argument	V8
5/4/2017	Oral Argument	V9
5/4/2017	Oral Argument	V6
5/4/2017	Oral Argument	P1
5/1/2017	RES - Response	D2
5/1/2017	NOT - Notice	D4
4/28/2017	152 - ME: Not Guilty Plea Arraign	D4
4/28/2017	STP - Stipulation	D2
4/27/2017	599 - ME: Complex Case Order/Initial Pretrial Conference	D2
4/27/2017	RTR - Return Receipt For Official Court Files/Transcripts/Ex	D4
4/27/2017	194 : Me: Initial Pretrial Conference	D5
4/26/2017	NSC - Notice of Substitution of Counsel	D4
4/26/2017	022 - ME: Order Signed	D2
4/26/2017	094 - ME: Oral Argument Set	D2
4/25/2017	MOT - Motion	D2
4/25/2017	ORD - Order	D2
4/25/2017	SDD - Notice: Sealed Document	D2
4/21/2017	Complex Case	D2
4/21/2017	Initial Pretrial Conference	D2

4/21/2017	MOT - Motion	D2
4/21/2017	Motion	D2
4/21/2017	Initial Pretrial Conference	D5
4/21/2017	NOT - Notice	D5
4/21/2017	Complex Case	P1
4/21/2017	Initial Pretrial Conference	P1
4/21/2017	MOT - Motion	P1
4/21/2017	Motion	P1
4/21/2017	Motion	V6
4/21/2017	Motion	V9
4/21/2017	Motion	V8
4/21/2017	Motion	V7
4/20/2017	SND - Supplemental Notice Of Disclosure	D5
4/20/2017	Motion	P1
4/20/2017	SND - Supplemental Notice Of Disclosure	P1
4/20/2017	005 - ME: Hearing	D2
4/20/2017	NOT - Notice	D2
4/20/2017	SND - Supplemental Notice Of Disclosure	D2
4/20/2017	Motion	D4
4/20/2017	MTR - Motion for Temporary Removal Of Court File/Transcripts	D4
4/20/2017	OFT - Order for Temporary Removal of Court File/Transcripts/	D4
4/20/2017	RRF - Release Receipt For Official Court Files/Transcripts/E	D4
4/19/2017	RAD - Request For Automatic Additional Disclosure	D4
4/19/2017	RGJ <input type="checkbox"/> Request for Extension of Time to Challenge Grand Jury	D4
4/19/2017	023 - ME: Order Entered By Court	D2
4/19/2017	ALG - Allegation	D2
4/19/2017	AOM - Allegation of Multiple Offenses Not Committed on the S	D2
4/19/2017	DAR - Notice of Disclosure and Request for Disclosure	D2
4/19/2017	ALG - Allegation	P1
4/19/2017	AOM - Allegation of Multiple Offenses Not Committed on the S	P1
4/19/2017	DAR - Notice of Disclosure and Request for Disclosure	P1
4/19/2017	ALG - Allegation	D5
4/19/2017	DAR - Notice of Disclosure and Request for Disclosure	D5
4/14/2017	023 - ME: Order Entered By Court	D2
4/13/2017	RES - Response	D2
4/13/2017	019 - ME: Ruling	D5
4/12/2017	Oral Argument	D2
4/12/2017	ROC <input type="checkbox"/> Release Order/Order Regarding Counsel	D2
4/12/2017	Oral Argument	P1
4/11/2017	FIN - Financial Information	D4
4/11/2017	Original Arraignment Hearing	D4
4/7/2017	RMR - Response to Defendant's Motion	D2
4/7/2017	Complex Case	D5
4/7/2017	Complex Case	P1
4/7/2017	RMR - Response to Defendant's Motion	P1
4/7/2017	Interpreter Flag	V6

4/7/2017	Interpreter Flag	V7
4/7/2017	Interpreter Flag	V8
4/7/2017	Interpreter Flag	V9
4/6/2017	Motion	P1
4/6/2017	RMR - Response to Defendant's Motion	P1
4/6/2017	Motion	D2
4/6/2017	RMR - Response to Defendant's Motion	D2
4/5/2017	MOT - Motion	D2
4/5/2017	IAD - Initial Appearance Document	D4
4/5/2017	ROC <input type="checkbox"/> Release Order/Order Regarding Counsel	D4
4/5/2017	WRS-Warrant Served	D4
4/5/2017	MOT - Motion	P1
4/5/2017	WRS-Warrant Served	P1
4/5/2017	152 - ME: Not Guilty Plea Arraign	D5
4/4/2017	Motion	D5
4/4/2017	Motion	P1
4/4/2017	Initial Appearance	D4
4/4/2017	Motion	D2
4/3/2017	MOT - Motion	D2
4/3/2017	MOT - Motion	P1
4/3/2017	MOT - Motion	D5
3/31/2017	RTR - Return Receipt For Official Court Files/Transcripts/Ex	D2
3/30/2017	MTR - Motion for Temporary Removal Of Court File/Transcripts	D2
3/30/2017	OFT - Order for Temporary Removal of Court File/Transcripts/	D2
3/30/2017	RRF - Release Receipt For Official Court Files/Transcripts/E	D2
3/28/2017	MOT - Motion	D2
3/28/2017	Motion	D2
3/28/2017	612 - ME: Gj Quash Summons/Issue Warrant	D4
3/28/2017	MOT - Motion	P1
3/28/2017	Motion	P1
3/27/2017	IND - Indictment	P1
3/27/2017	GJT <input type="checkbox"/> Grand Jury Transcript	D5
3/27/2017	GJT <input type="checkbox"/> Grand Jury Transcript	D4
3/27/2017	IND - Indictment	D4
3/27/2017	GJT <input type="checkbox"/> Grand Jury Transcript	D2
3/24/2017	ORD - Order	D4
3/24/2017	AIN - Amended Indictment	D5
3/24/2017	ORD - Order	D5
3/24/2017	AIN - Amended Indictment	P1
3/24/2017	ORD - Order	P1
3/23/2017	MOT - Motion	P1
3/23/2017	Original Arraignment Hearing	P1
3/23/2017	FIN - Financial Information	D5
3/23/2017	Interpreter Flag	D5
3/23/2017	MOT - Motion	D5
3/23/2017	Original Arraignment Hearing	D5

3/23/2017	ROO <input type="checkbox"/> Release Order Own Recognizance	D5
3/23/2017	MOT - Motion	D4
3/16/2017	152 - ME: Not Guilty Plea Arraign	D2
3/13/2017	NAR - Notice Of Appearance	D2
3/10/2017	Original Arraignment Hearing	D2
3/8/2017	SUM - Summons	D5
3/8/2017	SUM - Summons	P1
3/6/2017	WRS-Warrant Served	P1
3/6/2017	WRS-Warrant Served	D2
3/4/2017	IAD - Initial Appearance Document	D2
3/4/2017	ROC <input type="checkbox"/> Release Order/Order Regarding Counsel	D2
3/3/2017	Initial Appearance	D2
2/22/2017	604 - ME: GJ True Bill/Warrant Issue	D2
2/22/2017	CID - Court Information Sheet	D2
2/22/2017	IND - Indictment	D2
2/22/2017	600 - ME: GJ True Bill/Summons Issued	D4
2/22/2017	CID - Court Information Sheet	D4
2/22/2017	IND - Indictment	D4
2/22/2017	CID - Court Information Sheet	P1
2/22/2017	IND - Indictment	P1
2/22/2017	600 - ME: GJ True Bill/Summons Issued	D5
2/22/2017	CID - Court Information Sheet	D5
2/22/2017	IND - Indictment	D5

Document Search

For access to criminal and civil court documents in the Superior Court visit the [eAccess portal](#).
 For more information about the eAccess portal please visit: <https://www.azcourts.gov/eaccess>.

NOTES:

Internet Explorer 10 Users: Case details will not display properly unless you switch to Compatibility View. How?

The following case types are excluded from search results: sealed cases, cases involving Orders of Protection, mental health and probate cases, victim and witness data. Juvenile incorrigible/delinquency case information also cannot be viewed on this website; however other types of cases in which juveniles are parties, such as traffic cases, may be displayed. Certain administrative functions carried out by superior court clerk's offices in each county are not included in this website, such as passport application processing and private process server registration. **Charges stemming from local ordinance violations are not included.**

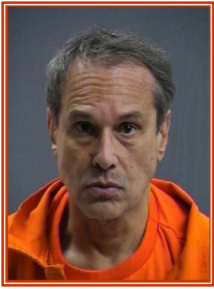
Please be aware of the following limitations of the case records displayed:

- ½ The information may not be a current, accurate, or complete record of the case.
- ½ The information is subject to change at any time.
- ½ The information is not the official record of the court.
- ½ Not all cases from a participating court may be included.
- ½ The information should not be used as a substitute for a thorough background search of official public records.

The user is responsible for verifying information provided on this website against official court information filed at the court of record. Use of this website shall indicate agreement by the user that the Arizona judiciary, including its courts, divisions, officers, and employees, shall not be liable for any loss, consequence, or damage resulting directly or indirectly from the use of any of the information available through this website and that the Arizona judiciary does not provide any warranty, express or implied, that the information provided is accurate, current, correct, or complete.

Data available on this web site is updated frequently and can be provided via electronic media for an annual subscription fee. If interested, please [Contact Us](#).

Case info is updated on this website weekly. Information is updated each Friday to reflect case information through the Wednesday of the same week.



Inmate 228647

Last Name AGUIRRE		First Name FRANCISCO		Middle Initial .
Gender Male	Height (inches) 5 f 10	Weight 153	Hair Color Brown	
Eye Color Brown	Ethnic Origin Mexican American	Custody Class Minimum/Lowest	Admission 03/18/26	
Projected Eligible Release Date				
Prison Release Date 02/11/2028			Release Type CSBD	
Most Recent Location			As of Date	
Complex SAFFORD	Unit SAFFORD FT. GRANT	Last Movement 03/24/2026	Status Active	
Inmate Mailing Address				
ASPC Safford, Graham Unit 896 South Cook Road FRANCISCO AGUIRRE 228647 Safford, AZ 85546 United States				

Earned Credit Release Date is provided for guidance. Confirmation can be sought by contacting ADCRR.

It is important to note that all Release Dates are **projected** and are **subject to change**; confirm with ADCRR Time Computation Unit or the Offender Information Unit where the inmate is housed for potential changes

If you are a victim of crime, please call or email the Office of Victim Services for assistance with your victim rights or concerns: 602-542-1853 azvictims@azadc.gov

Details of inmate offenses can be accessed by reviewing the case file at the Office of the Clerk of the Court where the case was adjudicated.

Commitment and Sentence Information *3 records*

Commit#	Sentence Length	Sentence County	Court Cause#	Offense Date	Sentence Date	Sentence Status	Crime
A02	002 Y/06 M/00D	Maricopa County	2005125183002S	03/29/2005	04/04/2008	Imposed	SALE UNREGISTER SECURITIES
B01	007 Y/06 M/00 D	Maricopa County	CR2017-001272-001	01/01/2013	03/23/2018	Imposed	FRAUDULENT SCHEMS ARTIFICS
C15	002 Y/06 M/00 D	Maricopa County	CR2017-001272-001	02/20/2015	03/11/2026	Imposed	FORGERY

Disciplinary Infractions *2 records*

Violation Date	Infraction	Verdict Date	Verdict
10/12/2021	Violation of any Published Department or Institution Rule	10/19/2021	Major - Guilty
07/04/2018	Resisting or Disobeying a Verbal or Written Order	07/05/2018	Major - Guilty

Disciplinary Appeals *0 record* [\[Info\]](#)

Profile Classification *5 records* [\[Info\]](#)

Complete Date	Classification Type	Custody Risk	Internal Risk
Active Classification	Initial Classification	Minimum	Lowest
03/23/2026	Reclassification	Minimum	Lowest
04/03/2018	Initial Classification	Medium	Lowest
05/05/2008	Reclassification	Medium	Lowest
04/15/2008	Initial Classification	Minimum	Lowest

Parole Action *0 record*

Work Program *1 records*

Assigned Date	Completed Date	Work Assignment
11/03/2022	02/20/2023	Changing Offender Behavior (Credentialed Staff ONLY)

Notification Requests, Detainers, and/or Warrants *3 records*

Detainer Date	Detainer Type	Charges	Authority	Agreement Date
03/19/2026	Notification Request	CR2017-001272-001	Clerk of the Court	
09/16/2020	Notification Request	2017001272	Clerk of the Court	
04/25/2018	Notification Request	CR2017001272/6YR	MARICOPA	

<https://corrections.az.gov/inmate-data-search>, last visited 3/25/2026

The screenshot shows a web browser window displaying the Arizona Department of Corrections, Rehabilitation & Reentry website. The browser's address bar shows the URL <https://corrections.az.gov/inmate-data-search>. The website header includes the Arizona Department of Corrections logo and navigation links for Prisons & Visitation, Public Resources, Careers, and About. A search bar is located in the top right corner.

The main content area is titled "Inmate Data Search" and includes a breadcrumb trail: Home / Inmate Data Search. On the left, a sidebar menu lists various services, with "Inmate Data Search" highlighted in orange. The main content area contains the following text:

Inmate Access to Information from ADCRR's Inmate Data Search:
Pursuant to A.R.S. section 31-221(E), an inmate "shall not have access to any prisoner records other than viewing the prisoner's own automated summary record file." This means that, other than the ACIS report that inmates are allowed to receive once a year, they may not have any other information about their own or any other inmate's prison record. This includes information regarding inmates downloaded and copied from the Arizona Department of Corrections, Rehabilitation & Reentry website. If this information is sent to an inmate, it shall be treated as contraband. The sender will be liable to prosecution under A.R.S. section 13-2505 "Promoting Prison Contraband." This is a Class 5 felony subject to two and a half years in the Department of Corrections.

Note: Release dates and types have not been verified or audited by the Department and are subject to change. Details of inmate offenses can be accessed by reviewing the case file at the Office of the Clerk of the Court where the case was adjudicated.

- If you are the victim of a crime please visit [Victim Services](#).
- For family and friends inmate issues, please visit [Inmate Services](#).
- For public records or reports, please visit [Public Access](#) or contact the Public Access Office via [email](#).

Below the text, there are two search options: "Search by ADC Number" and "Search by Name". The "Search by ADC Number" option is selected, and a search form is displayed with a "NUMBER SEARCH" label, a text input field, and "Search" and "Clear" buttons.

The Windows taskbar at the bottom shows the system clock as 1:59 PM on 3/25/2026.