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**UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

ERIKA ALEJANDRA MEJIA SANCHEZ,  
an individual; JUAN MANUEL  
VILLANUEVA VEGA, an individual;  
SEVERO LOPEZ CONTRERAS, an  
individual; NORA PATRICIA MURILLO  
MORENO, an individual; ANGÉLICA  
MARIA BARAJAS HORTA, an individual;  
ANA MARIA GARCIA MARTINEZ, an  
individual; GABRIEL MARTINEZ  
GARCIA, an individual; GERARDO  
PRADO RIVERA, an individual; and  
AURORA LIZZETTE LEAL RUBIO, an  
individual;

Plaintiffs,

vs.

ALEXANDRA LOZANO KENNEDY, an  
individual; LA LUZ DEL CAMINO LEGAL,  
PLLC, f/k/a ALEXANDRA LOZANO  
IMMIGRATION LAW PLLC, a Washington  
professional limited liability company; EN  
SOLIDARIDAD, LLC, a Washington limited  
liability company; SALUD TOTAL, LLC, a  
Wyoming limited liability company; AMIGA  
LAWYERS LLC, a Washington limited  
liability company; ALLY LOZANO, LLC, a

No.

**COMPLAINT FOR DAMAGES AND  
INJUNCTIVE RELIEF**

**JURY TRIAL DEMANDED**

1 Washington limited liability company; DOE  
2 INDIVIDUALS 1-10; and, DOE ENTITIES  
3 1-10,

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5 Defendants.

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COME NOW the Plaintiffs Erika Alejandra Mejia Sanchez, Juan Manuel Villanueva Vega, Severo Lopez Contreras, Nora Patricia Murillo Moreno, Angélica Maria Barajas Horta, Ana Maria Garcia Martinez, Gabriel Martinez Garcia, Gerardo Prado Rivera, and Aurora Lizzette Leal Rubio, by and through their attorneys of record, Aric S. Bomszyk and Tallman H. Trask IV of Tomlinson Bomszyk Russ and Vicente Omar Barraza of Barraza Law PLLC, and bring their Complaint against Alexandra Lozano Kennedy; La Luz del Camino, PLLC, formerly known as Alexandra Lozano Immigration Law, PLLC; En Solidaridad, LLC; Salud Total, LLC; Amiga Lawyers, LLC; Ally Lozano, LLC; Doe Individuals 1-10; and Doe Entities 1-10, stating and alleging as follows:

## I. INTRODUCTION

1.1 Alexandra Lozano Kennedy (“Ms. Lozano”) markets herself to unauthorized immigrants desperate to legalize their status as the “abogada de los milagros” (“lawyer of miracles”), promising immigration “miracles” to Plaintiffs and other immigrants in need.

1.2 The services Ms. Lozano and her firm, La Luz del Camino Legal, PLLC, formerly known as Alexandra Lozano Immigration Law, PLLC (the “Lozano Firm;” collectively with Ms. Lozano, “Lozano”), offered were illusory, negligent, and even fraudulent.

1.3 Lozano advertises on the Lozano Firm website that it has “served 80,000 immigrants

1 over 10 years.” The Lozano Firm offers services through five principal offices and  
2 fourteen satellite offices spread across thirteen states and offers virtual services to clients  
3 nationwide. It claimed, as of 2024, to have more than 750 employees. The Lozano Firm  
4 describes its offices as “la[s] oficina[s] de los Milagros” (“the miracle offices”) and  
5 events at them as part of a “milagros tour.”

6 1.4 In addition to operating its own offices, Lozano, upon information and belief,  
7 collaborates with Defendants and others in the unlawful practices described in this  
8 Complaint, including through Amiga Lawyers, LLC, and Ally Lozano, LLC.

9 1.5 Lozano prominently uses imagery of the *Virgen de Guadalupe*, the phrase “abogada de  
10 los milagros” (“attorney of miracles”), and Mexican cultural and religious imagery in  
11 her marketing materials to convey the impression that she is capable of miracles.



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20 *Figure 1. Screenshots of Lozano Marketing.*

21 1.6 Lozano’s practice is focused on obtaining visas pursuant to the Violence Against  
22 Women Act (“VAWA”) and human trafficking (T-Visa). Applying for VAWA allows  
23 persons to self-apply for protection from removal and/or pursue legal status without

1 departing the United States, and applying for a T-Visa allows persons to obtain a legal  
2 status and qualify for eventual adjustment of status. VAWA requires applicants to have  
3 suffered battery or extreme cruelty by a U.S. Citizen or permanent resident spouse, or  
4 child. T-Visa applicants must have suffered from sex or labor trafficking.

5 1.7 To preform her “miracles,” Lozano files fraudulent T-Visa, VAWA, and residency  
6 petitions on behalf of clients, including Plaintiffs, often without their knowledge or  
7 consent.

8 1.8 Lozano also instructs clients to provide “electronic signatures” instead of required “wet  
9 signatures.” Lozano clients, including Plaintiffs, are asked to sign blank sheets of paper  
10 or blank signature boxes so that Lozano can capture and affix their signatures to future  
11 declarations or immigration documents without client review.

12 //

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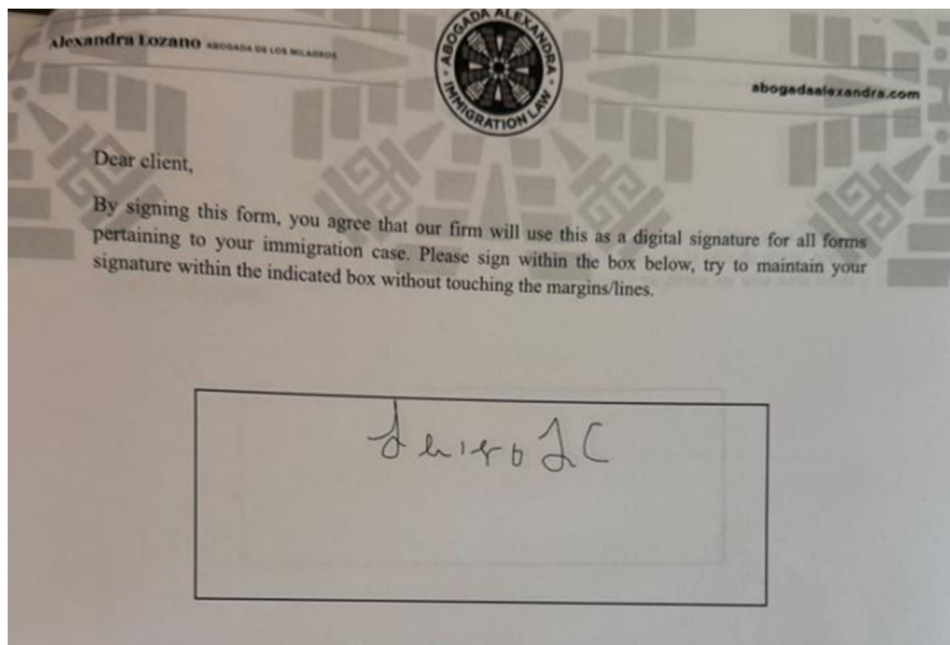


Figure 2. Signature Sheet Provided to Severo Lopez Contreras by the Lozano.

1.9 United States Citizenship and Immigrations Services policies require “wet” signatures on petitions and declarations. *See* United States Citizenship and Immigration Service Policy Manual, Vol. 1, Chapter 2, Section A.

1.10 Lozano’s actions, including high-profile and questionable marketing practices, have not gone unnoticed. Plaintiffs and other Lozano clients have faced increased scrutiny from immigration authorities and additional interviews at border crossings, even after Lozano’s representation has concluded.

1.11 Plaintiffs are each former Lozano clients who seek damages and injunctive relief to ameliorate the harms caused by Lozano, which include loss of legal avenues for obtaining permanent residency, money spent on fraudulent petitions and/or petitions with no reasonable chance of success, and additional damages.

**II. PARTIES**

2.1 Plaintiff Erika Alejandra Mejia Sanchez is a resident of Snohomish County, Washington, and an immigrant from Mexico, but is neither a lawful permanent resident of the United States nor a citizen of the United States. Ms. Mejia Sanchez is married to Plaintiff Juan Manuel Villanueva Vega. Ms. Mejia Sanchez is a former client of Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC, formerly known as Alexandra Lozano Immigration Law, PLLC.

2.2 Plaintiff Juan Manuel Villanueva Vega is a resident of Snohomish County, Washington, and an immigrant from Mexico, but is neither a lawful permanent resident of the United States nor a citizen of the United States. Mr. Villanueva Vega is married to Plaintiff Erika Alejandra Mejia Sanchez. Mr. Villanueva Vega is a former client of Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC, formerly known as Alexandra Lozano Immigration Law, PLLC.

2.3 Plaintiff Severo Lopez Contreras is a resident of Jalisco, Mexico. At the time of the events relevant to this complaint, Mr. Lopez Contreras was a resident of King County, Washington, but was neither a lawful permanent resident of the United States nor a citizen of the United States. Mr. Lopez Contreras is a former client of Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC, formerly known as Alexandra Lozano Immigration Law, PLLC.

2.4 Plaintiff Nora Patricia Murillo Moreno is a resident of Aguascalientes, Mexico. At the time of the events relevant to this complaint, Ms. Murrillo Moreno was a resident of King County, Washington, but was neither a lawful permanent resident of the United States nor a citizen of the United States. Ms. Murillo Moreno is a former client of

1 Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC, formerly  
2 known as Alexandra Lozano Immigration Law, PLLC.

3 2.5 Plaintiff Angelica Maria Barajas Horta is a resident of King County, Washington, and  
4 an immigrant from Mexico, but is neither a lawful permanent resident of the United  
5 States nor a citizen of the United States. Ms. Barajas Horta is a former client of  
6 Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC, formerly  
7 known as Alexandra Lozano Immigration Law, PLLC.

8 2.6 Plaintiff Ana Maria Garcia Martinez is a resident of Pierce County, Washington, and an  
9 immigrant from Mexico. Ms. Garcia Martinez is neither a lawful permanent resident of  
10 the United States nor a citizen of the United States. Ms. Garcia Martinez is the mother  
11 of Plaintiff Gabriel Martinez Garcia. Ms. Garcia Martinez is a former client of  
12 Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC, formerly  
13 known as Alexandra Lozano Immigration Law, PLLC.

14 2.7 Plaintiff Gabriel Martinez Garcia is a resident of Thurston County, Washington and an  
15 immigrant from Mexico. Mr. Martinez Garcia is neither a lawful permanent resident of  
16 the United States nor a citizen of the United States. Mr. Martinez Garcia is the son of  
17 Plaintiff Ana Maria Garcia Martinez. Mr. Martinez Garcia is a former client of  
18 Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC, formerly  
19 known as Alexandra Lozano Immigration Law, PLLC.

20 2.8 Plaintiff Gerardo Prado Rivera is a resident of King County, Washington, and an  
21 immigrant from Mexico. Mr. Prado Rivera is neither a lawful permanent resident of the  
22 United States nor a citizen of the United States. Mr. Prado Rivera is a former client of  
23 Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC, formerly

1 known as Alexandra Lozano Immigration Law, PLLC.

2 2.9 Plaintiff Aurora Lizzette Leal Rubio is a resident of King County, Washington, and an  
3 immigrant from Mexico. Ms. Leal Rubio is neither a lawful permanent resident of the  
4 United States nor a citizen of the United States. Ms. Leal Rubio is a former client of  
5 Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC, formerly  
6 known as Alexandra Lozano Immigration Law, PLLC.

7 2.10 Defendant Alexandra Lozano Kennedy is an attorney licensed by the Washington State  
8 Bar Association with Washington State Bar Association License No. 40478. Defendant  
9 Alexandra Lozano is a resident of King County, Washington. Lozano Kennedy is the  
10 sole governor of Defendant La Luz del Camino Legal, PLLC, formerly known as  
11 Alexanda Lozano Immigration Law, PLLC. All actions alleged against Lozano  
12 Kennedy in this Complaint were undertaken to the benefit of her marital community  
13 with Manuel Lozano Rodriguez.<sup>1</sup>

14 2.11 Defendant La Luz del Camino Legal, PLLC, formerly known as Alexandra Lozano  
15 Immigration Law, PLLC, is a Washington professional limited liability company with  
16 its headquarters and primary place of business at 6720 Fort Dent Way, Suite 230,  
17 Tukwila, Washington 98188. Alexandra Lozano Immigration Law, PLLC, was founded  
18 in or around October 2014 by Defendant Alexandra Lozano Kennedy and is registered  
19 with the Washington Secretary of State's office. To the degree that La Luz del Camino,  
20 PLLC, is an entity separate from Alexandra Lozano Immigration Law, PLLC, it is a  
21 mere continuation of Alexandra Lozano Immigration Law, PLLC, and not a distinct

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23 <sup>1</sup> Defendant Alexandra Lozano Kennedy is legally separated from, but remains legally  
married to, Manuel Lozano Rodriguez.

1 entity. Both entities have the same Unified Business Identifier number issued by the  
2 Washington State Department of Revenue: 603 446 952.

3 2.12 Defendant En Solidaridad, LLC, is a voluntarily dissolved Washington limited liability  
4 company with its principal place of business in King County, Washington, at 6720 Fort  
5 Dent Way, Suite 230, Tukwila, Washington 98188. The sole governor of En  
6 Solidaridad, LLC, was Manuel Lozano Rodriguez, who is married to but legally  
7 separated from Defendant Alexandra Lozano Kennedy.

8 2.13 Defendant Salud Total, LLC, is a Wyoming limited liability company with its principal  
9 place of business at 2161 E. Fort King St., Ocala, FL 34471.

10 2.14 Defendant Amiga Lawyers, LLC, is a voluntarily dissolved Washington limited liability  
11 company with its principal place of business at 6720 Fort Dent Way, Suite 230, Tukwila,  
12 Washington 98188. Defendant Alexandra Lozano Kennedy was the sole governor of  
13 Amiga Lawyers, LLC.

14 2.15 Defendant Ally Lozano, LLC, is voluntarily dissolved Washington limited liability  
15 company with its principal place of business at 6720 Fort Dent Way, Suite 230, Tukwila,  
16 Washington 98188. Defendant Alexandra Lozano Kennedy was a governor of Ally  
17 Lozano, LLC. Manuel Lozano Rodriguez was the only other governor.

18 2.16 Defendants Doe Individuals 1-10 are individuals associated with Defendants Alexandra  
19 Lozano Kennedy and La Luz del Camino Legal, PLLC, formerly known as Alexandra  
20 Lozano Immigration Law, PLLC, including but not limited to current and former  
21 attorney and non-attorney employees of Defendants Alexandra Lozano Kennedy and La  
22 Luz del Camino Legal, PLLC, or individuals performing acts and omissions in concert  
23 with them. Defendants Doe Individuals 1-10 participated in the acts and omissions

1 alleged to have been undertaken by Defendants Alexandra Lozano Kennedy; En  
2 Solidaridad, LLC; Salud Total, LLC; Amiga Lawyers, LLC; Ally Lozano, LLC; and La  
3 Luz del Camino Legal, PLLC, formerly known as Alexandra Lozano Immigration Law,  
4 PLLC. The identity of Doe Individuals 1-10 is presently unknown to Plaintiffs. Upon  
5 information and belief, Doe Individuals 1-10 are each citizens or lawful permanent  
6 residents of the United States and are each domiciled in the United States. The Plaintiffs  
7 will amend the Complaint to add the names of Doe Individuals 1-10 as and when they  
8 are ascertained.

9 2.17 Defendants Doe Entities 1-10 are United States entities owned, controlled, managed, or  
10 associated with Defendants Alexandra Lozano Kennedy; En Solidaridad, LLC; Salud  
11 Total, LLC; Amiga Lawyers, LLC; Ally Lozano, LLC; and La Luz del Camino Legal,  
12 PLLC, formerly known as Alexandra Lozano Immigration Law, PLLC, and domiciled  
13 in the United States, including but not limited to limited liability companies, trusts,  
14 holding companies and similar entities. Defendants Doe Entities 1-10 participated in the  
15 acts and omissions alleged to have been undertaken and/or have been used to protect  
16 and hold the fruits of those acts and omissions on behalf of Defendants Alexandra  
17 Lozano Kennedy; En Solidaridad, LLC; Salud Total, LLC; Amiga Lawyers, LLC; Ally  
18 Lozano, LLC; and La Luz del Camino Legal, PLLC, formerly known as Alexandra  
19 Lozano Immigration Law, PLLC. The Plaintiffs will amend the Complaint to add the  
20 names of Doe Entities 1-10 as and when they are ascertained.

### 21 III. JURISDICTION AND VENUE

22 3.1 The acts and omissions of the Defendants alleged herein occurred within King County,  
23 Washington.

1 3.2 The causes of action asserted in this complaint arise under federal law and Washington  
2 state law. This Court has subject matter jurisdiction over the federal law claims asserted  
3 in this matter pursuant to 28 U.S.C. § 1331 and 18 U.S.C § 1964(c). This Court has  
4 supplemental jurisdiction over the Washington law claims pursuant to 28 U.S.C. § 1367.

5 3.3 Defendants are each domiciled in Washington or Wyoming and are each United States  
6 citizens, lawful permanent residents of the United States, or United States companies.

7 3.4 Plaintiffs are not lawful permanent residents or citizens of the United States.

8 3.5 The amount in controversy exceeds \$75,000 with respect to the damages suffered by  
9 the marital community comprised of Plaintiffs Juan Manuel Villanueva Vega and Erika  
10 Alejandra Mejia Sanchez alone, as well as other Plaintiffs named herein. With respect  
11 to Juan Manuel Villanueva Vega and Erika Alejandra Mejia Sanchez, their damages  
12 include, at a minimum, contractual damages of at least \$32,355.00 and subject to  
13 statutory trebling, damages related to their emotional injuries, and extra-contractual  
14 damages related to Lozano's professional negligence and breach of fiduciary duties,  
15 including lost wages, additional attorney fees and costs, and the costs associated with  
16 potential removal from the United States.

17 3.6 There is complete diversity between Plaintiffs and Defendants and the amount in  
18 controversy exceeds \$75,000. This Court has jurisdiction under 28 U.S.C. § 1332(a)(2).

19 3.7 Venue is proper under 28 U.S.C. § 1391 as acts and omissions alleged in this complaint  
20 occurred within King County, Washington, and/or within the bounds of the Western  
21 District of Washington and/or Defendants are domiciled within the Western District of  
22 Washington.

IV. FACTS

1  
2 4.1 Defendant Alexandra Lozano Kennedy (“Ms. Lozano”) is a Washington State attorney and  
3 the founder of La Luz del Camino Legal, PLLC, formerly known as Alexandra Lozano  
4 Immigration Law, PLLC (the “Lozano Firm,” and, collectively with Ms. Lozano,  
5 “Lozano”).

6 4.2 The Lozano Firm is an immigration law firm based in Tukwila, Washington, with  
7 additional offices and satellite offices across the United States and employees in the  
8 United States, Mexico, Argentina, and Colombia.

9 4.3 Lozano has offices in at least five states. In the first year of its existence, the Lozano  
10 Firm generated six-figure earnings. According to an interview Ms. Lozano gave to  
11 SuperLawyers in July 2021, the Lozano Firm employed over 100 support staff by mid-  
12 2021. It has continued to grow since and publicly refers to itself as the “fastest growing”  
13 firm of its kind. The Lozano Firm had more than 750 employees as of 2024.

14 4.4 The Lozano Firm has, since its inception, primarily provided services to Spanish-  
15 speaking immigrants, and predominantly to immigrants from Mexico.

16 4.5 While Lozano has harmed Plaintiffs, the issues which have caused harm to Plaintiffs  
17 are systemic in nature and have affected thousands of people. The specific harms and  
18 incidence of negligence and malfeasance impacting Plaintiffs include fraudulent use of  
19 Plaintiffs’ signatures, filing of baseless claims, failures to file necessary paperwork  
20 either because of incompetence or a later “bait-and-switch,” failures to appropriately  
21 advise clients as to risks to them and their families, improper T-Visa and Violence  
22 Against Women Act (“VAWA”) filings, and demands for additional fees for harms  
23 resulting Lozano’s own negligence and malfeasance.

1 4.6 While VAWA and T-Visa petitions are appropriate in some circumstances and may allow  
2 parties to remain in the country while the forms and applications are processed, Lozano  
3 offers services on a flat-fee basis, with fees determined by what types of immigration  
4 paperwork and application is handled by the firm. VAWA and T-Visa proceedings allow  
5 Lozano to charge higher fees for services and to leverage economies of scale to increase  
6 their per-client profits.

7 4.7 Lozano has filed and submitted immigration documents, including documents with  
8 fraudulent signatures and inaccurate documents, to immigration officials using the  
9 United States mail and/or private interstate carriers.

10 4.8 Lozano describes itself as “a groundbreaking law firm that revolutionized the practice of  
11 immigration law” through an “innovative . . . novel approach . . . to rarely applied niche  
12 provisions of immigration law,” namely VAWA and T-Visas. *See Alexandra Lozano*  
13 *Immigration Law, PLLC, v. Diaz Cuenca, et al.*, Case No. 4:24-cv-02190, at ECF 1-4 (S.D.  
14 Tex., June 7, 2024). As alleged herein, Lozano’s “groundbreaking” and “innovative . . .  
15 novel approach” was fraudulent and unlawful.

16 4.9 Lozano has trained other attorneys and built a network of attorneys nationwide through  
17 Amiga Lawyers, LLC, and Ally Lozano, LLC, to engage in and collaborate in the same  
18 processes and practices. Lozano has “taught hundreds of immigration attorneys” how to  
19 engage in similar and interrelated schemes and practices. *See Alexandra Lozano*  
20 *Immigration Law, PLLC, v. Diaz Cuenca, et al.*, Case No. 4:24-cv-02190, at ECF 1-4, ¶¶  
21 19-20 (S.D. Tex., June 7, 2024). Ms. Lozano earned more than \$1.7 million teaching her  
22 methods to other attorneys between 2019 and 2021 alone. *Id.*

23 4.10 Lozano’s acts, including training and collaborating with other attorneys engaged in the

1 same kinds of fraud and bad acts, used interstate wire communications and the use of  
2 interstate wire communications in the acts was reasonably foreseeable.

3 ***Plaintiffs Erika Alejandra Mejia Sanchez and Juan Manuel Villanueva Vega***

4 4.11 Plaintiffs Erika Alejandra Mejia Sanchez and Juan Manuel Villanueva Vega retained  
5 Lozano to represent them in relation to immigration matters.

6 4.11 Ms. Mejia Sanchez and Mr. Villanueva Vega saw Lozano's advertising and trusted the  
7 firm in part because of Lozano's use of the *Virgen de Guadalupe* in marketing materials  
8 and the implications connected with the *Virgen*.<sup>2</sup>

9 4.12 Ms. Mejia Sanchez and Mr. Villanueva Vega are married and are the parents of five  
10 children, each of whom is a United States citizen. One of Ms. Mejia Sanchez and Mr.  
11 Villanueva Vega's children has Type 1 diabetes and requires constant medical attention,  
12 consistent access to expensive medications, and specialized medical care. At the time they  
13 retained Lozano, Ms. Mejia Sanchez and Mr. Villanueva Vega were seeking legal opinions  
14 about *if* there was a path for them to obtain legal residency.

15 4.13 Ms. Mejia Sanchez and Mr. Villanueva Vega signed a contract with Lozano on June 30,  
16 2020. Ms. Mejia Sanchez and Mr. Villanueva Vega signed an additional contract with  
17 Lozano on August 14, 2024, and a third contract on October 14, 2025; each of these later  
18 two contracts related to unsuccessful efforts to limit the harms caused by Lozano's  
19 representation and described below. Ms. Mejia Sanchez and Mr. Villanueva Vega paid  
20 Lozano approximately \$32,355 for services described in the contracts.

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23 <sup>2</sup> A fuller description of Lozano's marketing efforts, specifically related to the *Virgen de Guadalupe* and the concept of miracles, is included at Paragraphs 4.126 through 4.135.

1 4.14 At the time they retained Lozano, Ms. Mejia Sanchez and Mr. Villanueva Vega informed  
2 Lozano that they had multiple unlawful entries into the United States. Other attorneys had  
3 accurately advised them that there was no path to adjust their status because of the resulting  
4 permanent bar, which they also informed Lozano.

5 4.15 In contrast to the other attorneys, Lozano promised Ms. Mejia Sanchez and Mr.  
6 Villanueva Vega that Mr. Villanueva Vega would receive a work permit in six months and  
7 a green card in one year and that Ms. Mejia Sanchez would receive a positive outcome.

8 4.16 Despite having received accurate information from Mr. Villanueva Vega, Lozano falsely  
9 stated in the Mr. Villanueua’s visa application that his past entries into the United States  
10 were “wave through” entries, in direct contradiction to what he had previously told Lozano.

11 4.17 Lozano filed VAWA petitions on behalf of Ms. Mejia Sanchez and Mr. Villanueva Vega  
12 alleging that their daughter had abused them, despite their concern about the potential  
13 impacts of the abuse allegation on their daughter. Lozano told them that there was no risk  
14 to their daughter and that the daughter’s biological mother would be the one blamed.  
15 Lozano nonetheless filed VAWA petitions alleging abuse by their daughter.

16 4.18 As a portion of the fees paid to Lozano, Ms. Mejia Sanchez and Mr. Villanueva Vega paid  
17 for a psychological assessment. On information and belief, this assessment was performed  
18 by En Solidaridad, LLC, Salud Total, LLC, or another psychological evaluator employed  
19 by and captive to Lozano. The psychological evaluations falsely represented Ms. Mejia  
20 Sanchez and Mr. Villanueva Vega’s actual psychological states, but were still presented to  
21 immigration officials by Lozano.

22 4.19 The United States Citizenship and Immigration Service ultimately denied Mr. Villanueva  
23 Vega’s residency application based on the permanent bar he disclosed to Lozano at the

1 outset of the representation.

2 4.20 As a result of the denial of his residency application, Mr. Villanueva Vega is currently in  
3 removal proceedings. It is more probable than not that Mr. Villanueva Vega will be  
4 deported. An immigration practitioner practicing at the required standard of care would  
5 have not proceeded with the representation at all, and would have advised Mr. Villanueva  
6 Vega that a “miracle” was not available, and that any effort to amend his residency status  
7 would, more likely than not, result in his deportation.

8 4.21 If Mr. Villanueva Vega is deported, Ms. Mejia Sanchez and their children will either have  
9 to remain in the United States without him, or follow him to Mexico where the medical  
10 care for their child with Type 1 diabetes will be inferior. If Ms. Mejia Sanchez follows Mr.  
11 Villanueva Vega to Mexico, it would be difficult or impossible for her to legally return to  
12 the United States.

13 4.22 As a result of Lozano’s acts and omissions, Ms. Mejia Sanchez and Mr. Villanueva Vega  
14 suffered substantial emotional distress to represent her for VAWA based residency.

15 ***Plaintiff Severo Lopez Contreras***

16 4.23 Plaintiff Severo Lopez Contreras retained Lozano to represent him in immigration matters.

17 4.24 Mr. Lopez Contreras signed a contract with Lozano on May 22, 2025.

18 4.25 Mr. Lopez Contreras paid Lozano \$17,500 for legal services described in the contract.

19 4.26 Lozano required Mr. Lopez Contreras to sign a form stating “Dear client, [b]y signing this  
20 form, you agree that our firm will use this as a digital signature for all forms pertaining to  
21 your immigration case. Please sign within the box below, try to maintain your signature  
22 within the indicated box without touching the margins/lines.”  
23

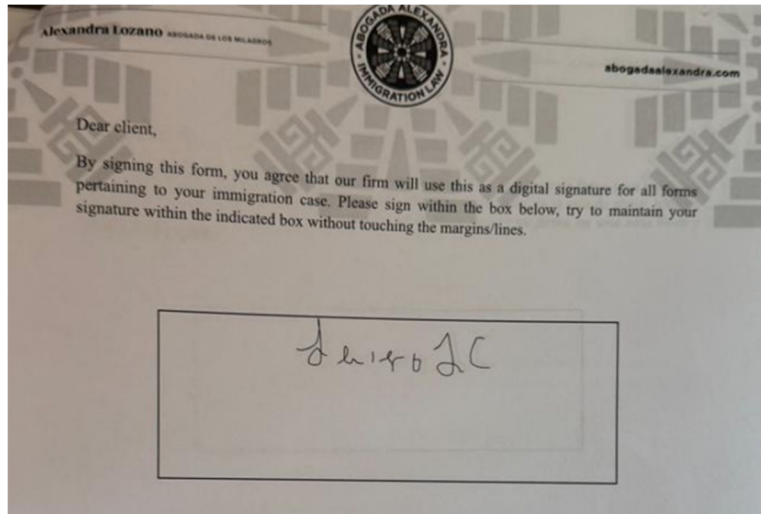


Figure 3. Signature Sheet Provided to Severo Lopez Contreras by the Lozano Firm.

4.27 At the time of signing the contract, Mr. Lopez Contreras had resided in the United States for thirty years, immigrating when he was sixteen years old. Mr. Lopez Contreras operated a successful drywall and painting business as a licensed and bonded contractor.

4.28 Mr. Lopez Contreras was informed, at the time he contracted with Lozano, that he was eligible for a T-Visa based on a drywall job that his company, Masters Drywall and Painting, LLC was not paid for in 2016, and that Lozano would file an appropriate petition and paperwork to obtain a T-Visa.

4.29 Despite Lozano's representations, Mr. Lopez Contreras was clearly and obviously *not* eligible for a T-Visa. He was not a "survivor of severe trafficking." The garden-variety breach of contract dispute between his company and another contractor occurred five years *prior* to Mr. Lopez Contreras contracting with Lozano and nearly *twenty-five years* after Mr. Lopez Contreras immigrated to the United States. A reasonable immigration practitioner would realize Lopez Contreras did not qualify for a T-Visa and that making such a claim would expose him to unnecessary risk.

1 4.30 Lozano informed Mr. Lopez Contreras that in six-to-nine months, he would obtain a work  
2 permit and social security number and, in two years, he would have an adjustable T-Visa.

3 4.31 At the time of contracting with Lozano, Mr. Lopez Contreras was particularly concerned  
4 about what would happen if he were arrested by immigration officials during the T-Visa  
5 process. Lozano told Mr. Lopez Contreras “not to worry” and that he would be protected  
6 from arrest and immigration enforcement actions while his visa application was pending.

7 4.32 Mr. Lopez Contreras’s fears and concerns were warranted and reasonable given the then-  
8 ongoing nationwide immigration crackdown.

9 4.33 On October 1, 2025, Mr. Lopez Contreras was arrested by Immigrations and Customs  
10 Enforcement officers.

11 4.34 Mr. Lopez Contreras called Lozano shortly after his arrest. Lozano informed Mr. Lopez  
12 Contreras that it had *never* filed his T-Visa application. Upon information and belief,  
13 Lozano knew or should have known that it would not file a T-Visa application on Mr.  
14 Lopez Contreras’s behalf and/or that any such application would be unsuccessful at the  
15 time it accepted money from Mr. Lopez Contreras to do so.

16 4.35 Showing neither contrition nor taking responsibility for the failure, Lozano demanded an  
17 additional payment of \$20,000 after Mr. Lopez Contreras’s arrest to file an asylum claim  
18 for him while he remained in an immigration detention facility.

19 4.36 Mr. Lopez Contreras requested a refund of the money he paid to Lozano. After initially  
20 stating that the firm would return Mr. Lopez Contreras’ money, Lozano did not refund any  
21 payments made by Mr. Lopez Contreras, despite *never* filing the T-Visa paperwork it was  
22 paid to file.

23 4.37 As a result of Lozano’s failures, Mr. Lopez Contreras was forced to return to Mexico, a

1 country in which he has not resided since he was a teenager, and to leave his business and  
2 his family behind, causing him severe emotional distress. He cannot legally return to the  
3 United States at this time.

4 4.38 Mr. Lopez Contreras did not discover and could not have reasonably discovered Lozano's  
5 failures and the impacts of those failures until his arrest on October 1, 2025.

6 ***Plaintiff Nora Patricia Murillo Moreno***

7 4.39 Plaintiff Nora Patricia Murrillo Moreno retained Lozano to represent her in relation to her  
8 immigration status.

9 4.40 Ms. Murrillo Moreno retained Lozano, at least in part, because she had seen marketing  
10 materials, including social media marketing, created by Lozano and representing Ms.  
11 Lozano as capable of performing miracles.<sup>3</sup>

12 4.41 Ms. Murrillo Moreno is married to a United States citizen and has three children, each of  
13 whom are also United States citizens.

14 4.42 Ms. Murrillo Moreno signed a contract with Lozano on September 1, 2021. Ms. Murrillo  
15 paid Lozano approximately \$15,000 to represent her for a VAWA-based residency.

16 4.43 At the time Ms. Murrillo Moreno signed the contract, Lozano promised her that she would  
17 obtain a visa and promised to return her money if she did not receive permanent residency.

18 4.44 As a portion of the fees paid to Lozano, Ms. Murrillo Moreno was required to pay for a  
19 psychological assessment. On information and belief, this assessment was performed by  
20 En Solidaridad, LLC, Salud Total, LLC, or another psychological evaluator employed by  
21

22 \_\_\_\_\_  
23 <sup>3</sup> A fuller description of Lozano's marketing efforts, specifically related to the concept of  
24 miracles, is included at Paragraphs 4.126 through 4.135.

1 and captive to Lozano. The psychological evaluation falsely represented Ms. Murrillo  
2 Moreno's actual psychological state but was still presented to immigration officials by  
3 Lozano.

4 4.45 While Lozano were preparing the filings and application, Lozano pressured Ms. Murrillo  
5 Moreno to embellish the facts and to make claims that she did not fully agree with.

6 4.46 Ms. Murrillo Moreno attended an interview with United States Citizenship and  
7 Immigration Services officers. Prior to the interview, Ms. Murrillo Moreno was pressured  
8 and coached by Lozano to provide inaccurate responses.

9 4.47 Prior to the interview with United States Citizenship and Immigration Services officers,  
10 and without time to adequately consider or take alternative actions, Lozano provided Ms.  
11 Murrillo Moreno with a copy, in English,<sup>4</sup> of the declaration it had filed and signed on her  
12 behalf. Upon review of the declaration, Ms. Murrillo recognized that as much as half of  
13 the declaration consisted of exaggerated and/or false statements.

14 4.48 On February 12, 2026, Ms. Murrillo Moreno traveled to Mexico, with her travel permit, to  
15 visit her father, who is battling cancer.

16 4.49 Ms. Murrillo Moreno attempted to return to Seattle on February 17, 2026. Upon arrival in  
17 the United States, immigration officials informed her that her residency application had  
18 been denied on January 2, 2026. Lozano had not informed Ms. Murrillo of the denial.

19 4.50 Immigration officials at the airport found Ms. Murrillo Moreno inadmissible because of  
20 the January 2, 2026 denial. Ms. Murrillo Moreno was faced with a choice: either withdraw  
21 her application and return to Mexico immediately or wait out expedited removal  
22

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23 <sup>4</sup> Ms. Murrillo can speak and read English, but her preferred language is Spanish.

1 proceedings in an immigration detention facility. Ms. Murrillo Moreno chose to withdraw  
2 her application and to return to Mexico to be with her family. Ms. Murrillo Moreno is  
3 currently inadmissible to the United States and is forced to reside in Mexico away from  
4 family and loved ones.

5 4.51 Ms. Murrillo Moreno did not discover and could not have reasonably discovered the harms  
6 and impacts of the acts and omissions of Lozano until January 2, 2026.

7 4.52 As a result of the acts and omissions of Lozano, Ms. Murrillo Moreno was prevented from  
8 entering the United States and deemed inadmissible. Further, because of the inaccurate  
9 documents and declaration submitted by Lozano on Ms. Murrillo Moreno's behalf, Ms.  
10 Murrillo Moreno faces additional hurdles and struggles if she wishes to return to her family  
11 in the United States.

12 4.53 As a result of the acts and omissions of Lozano, Ms. Murrillo Moreno has lost wages and  
13 suffered substantial emotional distress.

14 ***Plaintiff Angélica Maria Barajas Horta***

15 4.54 Plaintiff Angélica Maria Barajas Horta retained Lozano to represent her in seeking legal  
16 immigration status.

17 4.55 Ms. Barajas Horta signed a contract with Lozano on July 7, 2020. Ms. Barajas Horta paid  
18 Lozano a total of \$13,675.

19 4.56 Ms. Barajas Horta is the mother of three United States citizen children born in Mexico.  
20 Prior to retaining Lozano, Ms. Barajas Horta was physically attacked by one of her children  
21 in the United States, an incident which was reported to the police and made Ms. Barajas  
22 Horta eligible for relief under VAWA.  
23

1 4.57 Prior to retaining Lozano, Ms. Barajas Horta consulted with two other attorneys. Upon  
2 reviewing her immigration status and file, each of these attorneys correctly advised Ms.  
3 Barajas Horta that it would not be possible to obtain permanent residency because of  
4 prior unlawful entries.

5 4.58 Ms. Barajas Horta retained Lozano to represent her in seeking permanent residency based  
6 on VAWA. At the time Ms. Barajas retained Lozano, she informed Lozano of her multiple  
7 unlawful entries.

8 4.59 Lozano negligently advised Ms. Barajas Horta that it was not necessary to file a waiver.  
9 Instead, Lozano attempted, without any reasonable legal or factual basis, to connect Ms.  
10 Barajas Horta's prior immigration violations to the abuse she suffered at the hands of her  
11 child. Lozano knew or should have known, at the time they presented the arguments to  
12 immigration officials, that the arguments were without basis or merit.

13 4.60 As a portion of the fees paid to Lozano, Ms. Barajas Horta paid for a psychological  
14 assessment. On information and belief, this assessment was performed by En Solidaridad,  
15 LLC, Salud Total, LLC, or another psychological evaluator employed by and captive to  
16 Lozano. The assessment falsely represented Ms. Barajas Horta's psychological state.

17 4.61 Following Ms. Barajas Horta's interview with United States Citizenship and Immigration  
18 Services officials, Lozano belatedly filed a waiver related to Ms. Barajas Horta's prior  
19 entries, a filing which should have been filed at the outset. Lozano's failure was either  
20 incompetence or a deceptive "bait and switch," either of which fell below the standard of  
21 care and competence required of immigration practitioners.

22 4.62 As a result of Lozano's negligent and improper decision to file the permanent residency  
23 application, USCIS referred Ms. Barajas Horta to immigration court for removal

1 proceedings.

2 4.63 As a result of Lozano's negligent and improper decision to seek permanent residency, Ms.  
3 Barajas Horta will more likely than not be deported from the United States despite being  
4 eligible for relief under VAWA.

5 4.64 As a result of Lozano's acts and omissions, Ms. Barajas Horta suffered substantial  
6 emotional distress.

7  
8 ***Plaintiff Ana Maria Garcia Martinez***

9 4.65 Plaintiff Ana Maria Garica Martinez retained Lozano to represent her in immigration  
10 matters.

11 4.66 Ms. Garcia Martinez paid Lozano approximately \$15,000 for services.

12 4.67 According to the contract between Ms. Garcia Martinez and Lozano, Ms. Garcia Martinez  
13 retained Lozano to assist with an I-360 form. Her contract makes no reference to a VAWA  
14 application or other similar application.

15 4.68 Ms. Garcia Martinez is married to a naturalized citizen of the United States.

16 4.69 At the time Ms. Garcia Martinez retained Lozano, Ms. Garcia Martinez was eligible for  
17 consular processing based on an already approved family petition filed by her naturalized  
18 citizen spouse. Consular processing requires that an immigrant leave the United States to  
19 complete the process.

20 4.70 Instead of suggesting consular processing, Lozano disregarded the already-initiated  
21 consular process and convinced Ms. Garcia Martinez to file VAWA and residency  
22 applications. Ms. Garcia Martinez had no understanding of what it meant to file VAWA  
23 paperwork at the time.

1 4.71 When encouraging Ms. Garcia Martinez to file for VAWA protections, Lozano never  
2 advised Ms. Garcia Martinez that filing for VAWA protections could impact the  
3 citizenship status and naturalization of her naturalized citizen spouse. Lozano also never  
4 warned her that abandoning the consular process would deprive her son in Mexico of the  
5 opportunity to obtain legal status in the United States.

6 4.72 Despite never informing Ms. Garcia Martinez of the potential risk of VAWA filings for  
7 Ms. Garcia Martinez's spouse and son, Lozano falsely filed VAWA paperwork alleging  
8 that Ms. Garcia Martinez's spouse abused her during a time he was a legal resident of the  
9 United States but was not yet a naturalized citizen.

10 4.73 Lozano drafted and prepared a declaration filed on behalf of Ms. Garcia Martinez. Lozano  
11 staff told Ms. Garcia Martinez that her spouse was "aggressive." Ms. Garcia Martinez  
12 objected and told Lozano that statement was not accurate. Lozano insisted the declaration  
13 must say that Ms. Garcia Martinez's spouse was "aggressive" and included such language  
14 in the declaration. Lozano told Ms. Garcia Martinez that including allegations against her  
15 spouse would not impact him.

16 4.74 Lozano did not provide Ms. Garcia Martinez with an opportunity to review the declaration  
17 before Lozano affixed Ms. Garcia Martinez's electronic signature to the declaration and  
18 filed it with immigration officials.

19 4.75 Ms. Garcia Martinez, on Lozano's instructions, did not sign immigration paperwork and  
20 related documents filed by Lozano with an ink pen. Instead, Lozano copied and pasted Ms.  
21 Garcia Martinez's electronic signature onto multiple forms or affixed an electronic copy  
22 of Ms. Garcia Martinez's signature onto the forms.

23 4.76 Prior to an interview with USCIS, Lozano coached and pressured Ms. Garcia Martinez to

1 falsely state that she had signed her immigration forms with an ink pen.

2 4.77 As a portion of the fees paid to Lozano, Ms. Garcia Martinez paid for a psychological  
3 assessment. On information and belief, this assessment was performed by En Solidaridad,  
4 LLC, Salud Total, LLC, or another psychological evaluator employed by and captive to  
5 Lozano. The psychological evaluation falsely represented Ms. Garcia Martinez's actual  
6 psychological state, but was still presented to immigration officials by Lozano.

7 4.78 On December 1, 2025, the United States Citizenship and Immigration Service denied Ms.  
8 Garcia Martinez's residency application. Ms. Garcia Martinez's residency application was  
9 denied solely because Lozano improperly affixed electronic signatures when filing Ms.  
10 Garcia Martinez's application instead of requesting that Ms. Garcia Martinez sign with an  
11 ink pen.

12 4.79 Ms. Garcia Martinez did not and could not have reasonably discovered the harms suffered  
13 as a result of Lozano's acts and omissions until at least December 1, 2025.

14 4.80 As a result of Lozano's acts and omissions, Ms. Garcia Martinez is at a significant risk of  
15 deportation. Indeed, Ms. Garcia Martinez was forced to retain new counsel to at least  
16 temporarily terminate deportation proceedings resulting from Lozano's acts and  
17 omissions.

18 4.81 As a result of Lozano's acts and omissions, Ms. Garcia Martinez has suffered substantial  
19 emotional distress, including but not limited to distress related to the risks Lozano's actions  
20 and omissions have created for her naturalized citizen spouse.

21  
22 ***Plaintiff Gabriel Martinez Garcia***

1 4.82 Plaintiff Gabriel Martinez Garcia retained Lozano to represent him in immigration matters.  
2 Mr. Martinez Garcia paid Lozano approximately \$15,000 for the representation.

3 4.83 At the time Mr. Martinez Garcia retained Lozano, he was eligible for consular processing  
4 as a result of an already-approved family petition filed by his lawful permanent resident  
5 stepfather, who is now a naturalized citizen.

6 4.84 Lozano pushed Mr. Martinez Garcia to file for a VAWA adjustment rather than use  
7 consular processing. Lozano did not explain to Mr. Martinez Garcia what VAWA was and  
8 never explained the basis of the case. Mr. Martinez Garcia only learned what VAWA was  
9 after he researched it online and was able to locate information.

10 4.85 Despite never informing Mr. Martinez Garcia about VAWA, Lozano proceeded to file a  
11 VAWA adjustment and residency application on his behalf on January 25, 2021. Mr.  
12 Martinez Garcia's VAWA was ultimately approved and was based on an abusive marriage  
13 to a United States citizen.

14 4.86 Mr. Martinez Garcia communicated with Lozano online and over the phone. Mr. Garcia  
15 Martinez *never* went to a Lozano office in person, including to review and sign paperwork,  
16 forms, and filings. Lozano used and affixed an electronic signature for each form and filing  
17 it submitted on behalf of Mr. Martinez Garcia.

18 4.87 Prior to Mr. Martinez Garcia's interview with USCIS, Lozano told Mr. Martinez to lie to  
19 USCIS officials and to tell them that he went to a Lozano office to sign each form with an  
20 ink pen.

21 4.88 On September 17, 2025, USCIS denied Mr. Martinez Garcia's residency application.  
22 USCIS denied Mr. Martinez Garcia's residency application *solely* because his applications  
23 had been signed electronically (with signatures affixed by Lozano) rather than with an ink

1 pen.

2 4.89 Following the denial of the residency application, USCIS issued Mr. Martinez Garcia a  
3 notice to appear before an immigration judge, a step in deportation proceedings. Mr.  
4 Martinez Garcia was forced to retain new counsel to terminate the deportation proceedings  
5 resulting from Lozano's acts and omissions. Further, Mr. Martinez Garcia has been forced  
6 to restart the residency application process.

7 4.90 Mr. Martinez Garcia did not and could not have reasonably discovered the harms suffered  
8 as a result of the acts and omissions of Lozano until at least September 17, 2025.

9 4.91 As a result of Lozano's acts and omissions, Mr. Martinez Garcia was placed in removal  
10 proceedings.

11 4.92 As a result of Lozano's acts and omissions, Mr. Martinez Garcia has suffered substantial  
12 emotional distress

13 ***Plaintiff Gerardo Prado Rivera***

14 4.93 Plaintiff Gerardo Prado Rivera, who entered the United States with a visitor visa, retained  
15 Lozano to represent him in seeking permanent residency as the parent of a US citizen  
16 child over the age of 21.

17 4.94 At the time Mr. Prado Rivera retained Lozano, Mr. Prado Rivera owned a successful  
18 drywall business and a rental property. Mr. Prado Rivera has two children with Plaintiff  
19 Aurora Lizzette Leal Rubio, both of whom are United States citizens. Mr. Prado Rivera  
20 and Ms. Leal Rubio are not married.

21 4.95 Mr. Prado Rivera attended a phone consultation with Lozano on October 16, 2020. He  
22 paid a \$2000 down payment on the day of the consultation; Mr. Prado Rivera paid Lozano  
23

1 a total of \$13,755.

2 4.96 A staff person conducted the intake during the October 16, 2020 call, and Ms. Lozano  
3 came on the phone to congratulate Mr. Prado Rivera and tell him he was eligible for  
4 VAWA. Lozano then sent Mr. Prado Rivera a welcome video.

5 4.97 A few days later, on October 21, 2020, Mr. Prado Rivera received an email instructing  
6 him to electronically sign the contract with Lozano using a digital signature app.

7 4.98 On October 21, 2020, Lozano instructed Mr. Prado Rivera to use an app to digitally sign  
8 application forms related to his immigration matter *before* the forms were completed.

9 4.99 On February 11, 2021, Lozano texted Mr. Prado Rivera and asked him to sign a blank  
10 piece of paper with his signature multiple times. The signatures from the blank paper  
11 were digitized and affixed to the application forms Lozano submitted to USCIS on Mr.  
12 Prado Rivera's behalf on or about February 19, 2021.

13 4.100 At no point during the representation by Lozano did Mr. Prado Rivera *ever* sign any  
14 immigration paperwork or filings with an ink pen. All VAWA and residency immigration  
15 paperwork and filings submitted on Mr. Prado Rivera's behalf by Lozano were signed  
16 using an electronic signature affixed to the documents by Lozano.

17 4.101 On April 23, 2024, USCIS sent a Request for Evidence to Lozano requesting that  
18 Lozano "submit signature pages with original signatures." On June 12, 2024, Lozano  
19 again contacted Mr. Prado Rivera and requested that he sign his name multiple times on  
20 a blank piece of paper for Lozano to use in responding to the Request for Evidence.

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*Figure 4. Blank Page Signatures Provided by Mr. Prado Rivera to Lozano.*

4.102 As a portion of the fees paid to Lozano, Mr. Prado Rivera paid for a psychological assessment. On information and belief, this assessment was performed by En Solidaridad, LLC, Salud Total, LLC, or another psychological evaluator employed by and captive to Lozano. The psychological evaluation falsely represented Mr. Prado Rivera’s actual psychological states, but was still presented to immigration officials by Lozano.

4.103 On August 29, 2025, the United States Citizenship and Immigration Service denied Mr. Prado Rivera’s residency application solely because Lozano improperly affixed electronic signatures when filing his application.

4.104 Mr. Prado Rivera did not and could not have reasonably discovered the harms suffered as a result of the acts and omissions of Lozano until at least August 29, 2025.

4.105 As a result of Lozano’s acts and omissions, Mr. Prado Rivera remains at risk of deportation.

1 Indeed, Mr. Prado Rivera was forced to retain new counsel to terminate deportation  
2 proceedings which resulted from the acts and omissions of Lozano.

3 4.106 As a result of Lozano's acts and omissions, Mr. Prado Rivera has suffered substantial  
4 emotional distress.

5  
6 ***Plaintiff Aurora Lizzette Leal Rubio***

7 4.107 Plaintiff Aurora Lizzette Leal Rubio, who entered the United States with a visitor visa,  
8 retained Lozano to represent her in seeking permanent residency as the parent of a United  
9 States citizen child over the age of 21. Ms. Leal Rubio has two children with Plaintiff  
10 Gerardo Prado Rivera, both of whom are United States citizens. Ms. Leal Rubio and Mr.  
11 Prado Rivera are not married.

12 4.108 Ms. Leal Rubio attended a phone consultation with Lozano on October 16, 2020. A staff  
13 person conducted the intake, and Ms. Lozano came on the phone to congratulate Ms. Leal  
14 Rubio and tell her she was eligible for VAWA. Lozano then sent the Plaintiff a welcome  
15 video.

16 4.109 Ms. Leal Rubio paid \$2,000 to Lozano on October 16, 2020. In total, Ms. Leal Rubio paid  
17 Lozano approximately \$15,000, including costs and fees, over the course of the  
18 representation.

19 4.110 A few days later, on October 21, 2020, Ms. Leal Rubio received an email from Lozano  
20 instructing her to electronically sign the contract with a digital signature app. Ms. Leal  
21 Rubio signed the contract with a digital signature.

22 4.111 On October 21, 2020, Lozano also instructed Ms. Leal Rubio to use an app to digitally  
23 sign the signature page of each of the application forms *before* the forms were

1 completed.

2 4.112 Lozano convinced Ms. Leal Rubio to file a VAWA petition and a concurrent application  
3 to adjust status to permanent residency. Lozano never advised Ms. Leal Rubio what  
4 VAWA meant or that a VAWA application could have negative impacts on her family  
5 members. Lozano did not inform Ms. Leal Rubio that a VAWA abuse filing could have a  
6 negative impact on her US citizen daughter, who is studying to become a veterinarian.

7 4.113 Ms. Leal Rubio's contract makes no mention of VAWA, but refers to the filing of a  
8 form I-360, which serves as an application for multiple types of immigration benefits,  
9 including VAWA. At the time that Lozano convinced Ms. Leal Rubio to file a VAWA  
10 based application for residency, Ms. Leal Rubio had no understanding as to the meaning  
11 or purpose of a VAWA filing.

12 4.114 At the time Lozano convinced Ms. Leal Rubio to file a VAWA status adjustment, Lozano  
13 knew or should have known that Ms. Leal was eligible for a "regular" adjustment of status  
14 because she was inspected and admitted with her visitor visa. Despite that, Lozano  
15 insisted upon and filed a more complex, more expensive, and riskier VAWA petition.

16 4.115 Lozano did not provide Ms. Leal Rubio with a copy of the declaration filed under her name  
17 in the VAWA proceedings prior to submitting it. Rather than obtaining Ms. Leal Rubio's  
18 signature on the declaration, Lozano improperly affixed her signature electronically,  
19 despite being aware that an electronic signature was improper and disallowed.

20 4.116 Similarly, when Ms. Leal Rubio signed her I-485 form, she did so with a digital signature  
21 attached to the form by the Lozano Firm. This form, as described above, clearly requires  
22 applicants to provide a "wet" signature.

23 4.117 At no point during the process did Ms. Leal Rubio *ever* sign any portion of her immigration

1 forms or filings with an ink pen. All Ms. Leal Rubio's forms and filings were signed by  
2 Lozano by affixing a copy of Ms. Leal Rubio's electronic signature to documents, in some  
3 instances without Ms. Leal Rubio's participation or approval.

4 4.118 On April 23, 2024, USCIS sent a Request for Evidence to Lozano requesting that the  
5 firm "submit signature pages with original signatures." On June 12, 2024, Lozano  
6 contacted Ms. Leal Rubio and requested that she sign her name multiple times on a  
7 blank piece of paper for Lozano to use in responding to the Request for Evidence.

8 4.119 On September 17, 2025, the United States Customs and Immigration Service ("USCIS")  
9 denied Ms. Leal Rubio's residency application because Lozano had appended digital  
10 signatures instead of simply requesting that Ms. Leal Rubio review the documents and sign  
11 with an ink pen.

12 4.120 Upon information and belief, Lozano utilized the services of an attorney or other  
13 professional located in Texas for at least some portion of the services provided to Ms. Leal  
14 Rubio and communicated with that attorney or other professional through interstate wires.

15 4.121 As a portion of the fees paid to Lozano, Ms. Leal Rubio paid for a psychological  
16 assessment. On information and belief, this assessment was performed by En Solidaridad,  
17 LLC, Salud Total, LLC, or another psychological evaluator employed by and captive to  
18 Lozano. The psychological evaluation falsely represented Ms. Leal Rubio's actual  
19 psychological states, but was still presented to immigration officials by Lozano.

20 4.122 Ms. Leal Rubio did not and could not reasonably have discovered the impacts of and  
21 injuries caused by the actions of Lozano until September 17, 2025.

22 4.123 Lozano knew or should have known, at the time it filed immigration paperwork with an  
23 electronic signature and filed declarations and other filings in immigration proceedings

1 without Ms. Leal Rubio’s review or approval, that Ms. Leal Rubio’s immigration filings  
2 were likely to be denied.

3 4.124 As a result of Lozano’s actions, Ms. Leal Rubio is at a substantial risk of deportation. It is  
4 more probable than not that, if Ms. Leal Rubio had followed the “regular” process to adjust  
5 status, that she would not face any meaningful risk of deportation.

6 4.125 As a result of Lozano’s actions, Ms. Leal Rubio has suffered substantial emotional distress.

7  
8 ***Defendants’ Deceptive and Exploitative Marketing and Marketing Practices***

9 4.126 Defendants marketing and marketing practices exploit two interconnected concepts:  
10 *milagros* (“miracles”) and the *Virgen de Guadalupe*.

11 4.127 Both concepts have deep meaning for Catholics of Mexican and Latin American ancestry,  
12 including immigrants to the United States. Lozano deceptively and unfairly leverages  
13 the deep meaning and cultural context in marketing targeting Lozano’s intended,  
14 preferred, and typical clients—namely Mexican Catholic immigrants.

15 4.128 The *Virgen de Guadalupe* is a Marian apparition who appeared outside present day Mexico  
16 City on four occasions in December, 1531. Since 1531, the *Virgen de Guadalupe* has  
17 acquired a complex cultural and religious meaning in Mexican and Latin American  
18 culture. The *Virgen de Guadalupe* is both a venerated religious figure capable of  
19 performing miracles and a unifying symbol of Mexico.

20 4.129 Lozano markets services through “miracles” and the *Virgen de Guadalupe* across online  
21 platforms. Lozano’s online accounts are blanketed with language and imagery related to  
22 “miracles,” the *Virgen de Guadalupe*, and Alexandra Lozano Kennedy herself.

23 4.130 Lozano’s website prominently displays images of the *Virgen de Guadalupe* alongside

Ms. Lozano, her name, and the phrase “abogada de los milagros.” For example:

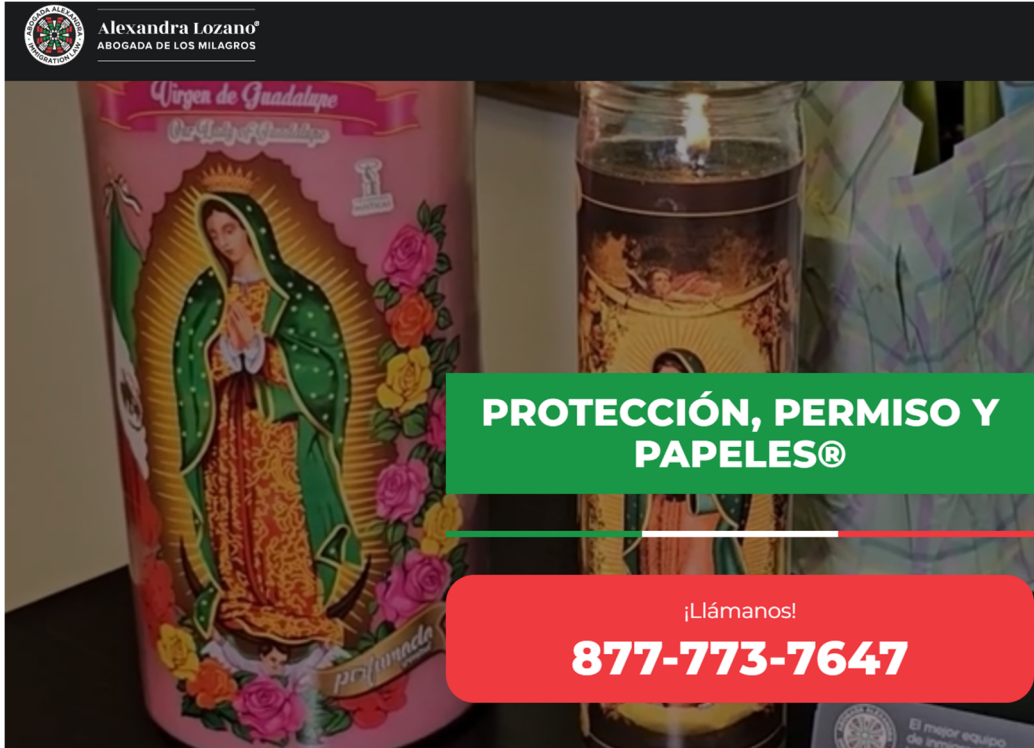


Figure 5. Screenshot of Lozano Firm Website Captured May 2, 2026.

4.131 Similarly, Lozano’s Instagram content consistently include references to “miracles” and imagery and iconography associated with the *Virgen de Guadalupe*. For example:

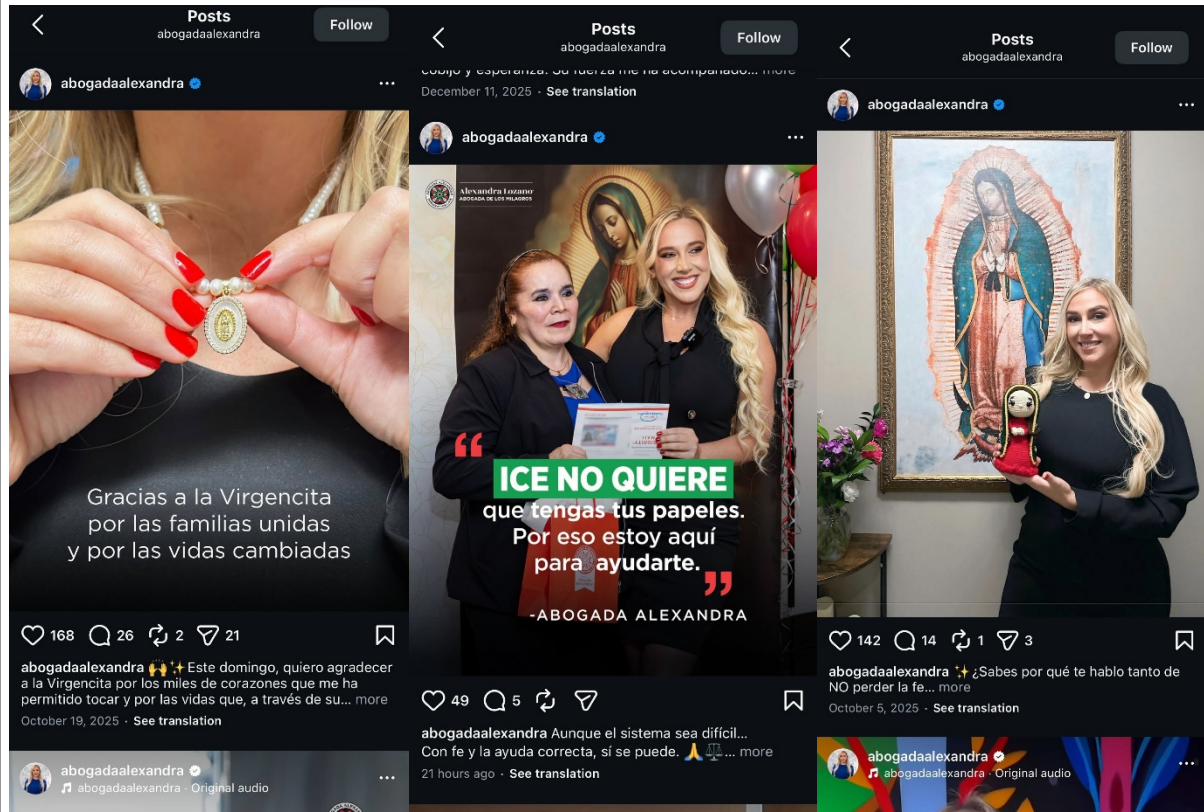


Figure 6. Collection of Lozano Instagram Posts Captured on April 30, 2026.

4.132 The YouTube channel controlled by Lozano also consistently contains video content and related content referencing or including “miracles” and the *Virgen de Guadalupe*.

4.133 Taken as a whole, Lozano’s marketing materials create the impression that Ms. Lozano is capable of performing miracles because of her association with the *Virgen de Guadalupe* and the Catholic church, and that Lozano represents and follows the values associated with the *Virgen de Guadalupe* and provides legal services as a religious or charitable undertaking, rather than for personal profit.

4.134 The impressions created by Lozano’s marketing material are false, deceptive, or misleading.

4.135 While Ms. Lozano and the Lozano Firm’s website has intermittently included a small-

1 text disclaimer stating that Ms. Lozano cannot perform literal miracles, any such  
2 disclaimer is insufficient to rectify the inaccurate, deceptive, and misleading content of  
3 Lozano’s website when viewed as a whole. Furthermore, and upon information and  
4 belief, no such disclaimer has *ever* appeared on any of the social media platforms and  
5 accounts used by Lozano.

6  
7 **V. FIRST CAUSE OF ACTION—VIOLATION OF THE**  
8 **RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT**  
9 **18 U.S.C. §§ 1962 (a)-(d)**  
10 **(Against All Defendants)**

11 5.1 Plaintiffs incorporate Paragraph 1.1 through 4.135 as if fully stated herein.

12 5.2 Defendant La Luz del Camino Legal, PLLC, formerly known as Alexandra Lozano  
13 Immigration Law, PLLC, is an enterprise engaged in and whose activities affect  
14 interstate commerce, including but not limited to its operation of offices in multiple  
15 states, its efforts to market to clients or potential clients in multiple states, and its  
16 representation of clients in immigration-related proceedings before agencies, tribunals,  
17 and courts in multiple states.

18 5.3 Defendant En Solidaridad, LLC, is an enterprise engaged in and whose activities affect  
19 interstate commerce, including but not limited to purported, but illusory, “evaluations”  
20 of clients in immigration-related proceedings before agencies, tribunals, and courts sited  
21 in multiple states.

22 5.4 Defendant Salud Total, LLC, is an enterprise engaged in and whose activities affect  
23 interstate commerce, including but not limited to purported, but illusory, “evaluations”  
24 of clients in immigration-related proceedings before agencies, tribunals, and courts sited

1 in multiple states

2 5.5 Defendants Amiga Lawyers, LLC, and Ally Lozano, LLC, are enterprises engaged in  
3 and whose activities affect interstate commerce, including by not limited to through  
4 their efforts to train and/or coordinate with third parties in multiple states on means,  
5 methods, and practices to engage in the same types of unlawful activities as described  
6 in this Complaint.

7 5.6 Defendants Alexandra Lozano Kennedy and Doe Individuals 1-10 agreed to and did  
8 participate in conduct of La Luz del Camino Legal, PLLC, formerly known as  
9 Alexandra Lozano Immigration Law, PLLC's activities and affairs, and those of En  
10 Solidaridad, LLC; Salud Total, LLC; Amiga Lawyers, LLC; and Ally Lozano, LLC,  
11 through a pattern of racketeering activity and for the unlawful purpose of intentionally  
12 defrauding Plaintiffs and the United States. Specifically, Defendants filed immigration  
13 paperwork which they knew or should have known was invalid, insufficient, or  
14 improper; filed baseless immigration paperwork; participated in a scheme to falsify  
15 psychiatric and medical evaluations in immigration proceedings; training or instructing  
16 other individuals and entities in how to engage in the same bad acts as alleged herein;  
17 and filed paperwork in immigration proceedings with fraudulent, forged, or otherwise  
18 improper applicant signatures.

19 5.7 The conduct of Alexandra Lozano Kennedy; La Luz del Camino Legal, PLLC, formerly  
20 known as Alexandra Lozano Immigration Law, PLLC; En Solidaridad, LLC; Salud  
21 Total, LLC; Amiga Lawyers, LLC; Ally Lozano, LLC; and each of the Defendants, in  
22 furtherance of their scheme constituted a violation of 18 U.S.C. § 1341, 18 U.S.C. §  
23 1343, and 18 U.S.C. § 1546, each a predicate offense for the purposes of 18 U.S.C. §

1 1962.

2 5.8 The conduct of Alexandra Lozano Kennedy; La Luz del Camino Legal, PLLC, formerly  
3 known as Alexandra Lozano Immigration Law, PLLC; En Solidaridad, LLC; Salud  
4 Total, LLC; Amiga Lawyers, LLC; Ally Lozano, LLC; and each of the Defendants,  
5 violated 18 U.S.C. § 1341 because, as alleged herein, the conduct constituted a scheme  
6 to defraud Plaintiffs. Specifically, the Defendants devised and participated in a scheme  
7 to defraud clients or potential clients through acceptance of payment for services they  
8 knew or should have known they would not provide, and through acceptance of payment  
9 for services they knew or should have known they would perform inadequately or  
10 ineffectively. Defendants schemed to file false or fraudulent immigration documents  
11 with improperly affixed signatures through the mails, and used the United States mail  
12 and/or private interstate carriers in carrying out their schemes. Defendants engaged in  
13 the scheme with the intent to defraud clients or potential clients.

14 5.9 The conduct of Alexandra Lozano Kennedy; La Luz del Camino Legal, PLLC, formerly  
15 known as Alexandra Lozano Immigration Law, PLLC; En Solidaridad, LLC; Salud  
16 Total, LLC; Amiga Lawyers, LLC; Ally Lozano, LLC; and each of the Defendants,  
17 violated 18 U.S.C. § 1343 because, as alleged herein, the conduct constituted a scheme  
18 to defraud Plaintiffs. The Defendants designed and carried out a scheme to defraud  
19 current and prospective clients out of money, acting with intent to defraud. The scheme  
20 included taking payment for services they knew or should have known they would not  
21 provide, taking payment for services they knew or should have known they would  
22 perform inadequately or ineffectively, filing false or fraudulent immigration documents,  
23 training or instructing third parties to do the same, and running deceptive and misleading

1 marketing online, including on TikTok, YouTube, and Lozano's website, using  
2 interstate wire communications. Defendants engaged in the scheme with the intent to  
3 defraud clients or potential clients. It was reasonably foreseeable that interstate wire  
4 communications would be used in the scheme.

5 5.10 The conduct of Alexandra Lozano Kennedy; La Luz del Camino Legal, PLLC, formerly  
6 known as Alexandra Lozano Immigration Law, PLLC; En Solidaridad, LLC; Salud  
7 Total, LLC; Amiga Lawyers, LLC; Ally Lozano, LLC; and each of the Defendants,  
8 violated 18 U.S.C. § 1546 because, as alleged herein, the conduct constituted  
9 submission of forged or false documents and statements in immigration matters.

10 5.11 The violations of 18 U.S.C. § 1341, 18 U.S.C. § 1343, and 18 U.S.C. § 1546, as  
11 described herein, constitute a pattern of racketeering activities. Defendants have  
12 committed many thousands of violations of each of 18 U.S.C. § 1341, 18 U.S.C. § 1343,  
13 and 18 U.S.C. § 1546 in the past ten years, including with respect to Plaintiffs and  
14 Plaintiffs' immigration proceedings.

15 5.12 The activities listed above constitute a pattern of racketeering activity pursuant to 18  
16 U.S.C. § 1961(5).

17 5.13 Defendants Alexandra Lozano Kennedy and Doe Individuals 1-10 derived income from  
18 La Luz del Camino Legal, PLLC, formerly known as Alexandra Lozano Immigration  
19 Law, PLLC; En Solidaridad, LLC; Salud Total, LLC; Amiga Lawyers, LLC; Ally  
20 Lozano, LLC, and the activities described herein. Defendants Alexandra Lozano  
21 Kennedy and Doe Individuals 1-10 used and invested income that was derived from the  
22 pattern of racketeering activity alleged herein in an interstate enterprise, namely in the  
23 operations of La Luz del Camino Legal, PLLC, formerly known as Alexandra Lozano

1 Immigration Law, PLLC, and those of En Solidaridad, LLC; Salud Total, LLC; Amiga  
2 Lawyers, LLC; Ally Lozano, LLC; and Doe Entities 1-5, in violation of 18 U.S.C. §  
3 1962(a).

4 5.14 Defendants Alexandra Lozano Kennedy and Doe Individuals 1-10 have directly and  
5 indirectly acquired and maintained interest in and control of La Luz del Camino Legal,  
6 PLLC, formerly known as Alexandra Lozano Immigration Law, PLLC; En Solidaridad,  
7 LLC, Salud Total, LLC; Amiga Lawyers, LLC; and Ally Lozano, LLC, through the  
8 pattern of racketeering activity described herein, in violation of 18 U.S.C. § 1962(b).

9 5.15 Defendants Alexandra Lozano Kennedy and Doe Individuals 1-10 have directly and  
10 indirectly conducted and participated in the conduct of the enterprise's affairs through  
11 the pattern of racketeering and activity described herein, in violation of 18 U.S.C. §  
12 1962(c).

13 5.16 Defendants Alexandra Lozano Kennedy and Doe Individuals 1-10 have intentionally  
14 conspired and agreed to conduct and participate in the affairs of La Luz del Camino  
15 Legal, PLLC, formerly known as Alexandra Lozano Immigration Law, PLLC; En  
16 Solidaridad, LLC; Salud Total, LLC; Amiga Lawyers, LLC; and Ally Lozano, LLC,  
17 through the pattern of racketeering activity described herein; to acquire or maintain  
18 interests in La Luz del Camino Legal, PLLC, formerly known as Alexandra Lozano  
19 Immigration Law, PLLC, and other entities through the pattern of racketeering activity  
20 described herein; to train and/or coordinate with other individuals and entities in how to  
21 engage in the same bad acts as alleged herein; and to directly and indirectly use or invest  
22 income that is derived from the pattern of racketeering activity described herein in an  
23 interstate enterprise. Defendants Alexandra Lozano Kennedy and Doe Individuals 1-5

1 knew that their predicate acts were part of a pattern of racketeering activity and agreed  
2 to the commission of those acts to further the schemes described herein. The conduct of  
3 Defendants Alexandra Lozano Kennedy and Doe Individuals 1-5 constitutes a  
4 conspiracy to violate 18 U.S.C. §§ 1962(a)-(c), in violation of 18 U.S.C. § 1962(d).

5  
6 **VI. SECOND CAUSE OF ACTION—LEGAL MALPRACTICE**  
7 **(Against Defendants Alexandra Lozano Kennedy; La Luz del Camino Legal, PLLC,**  
8 **formerly known as Alexandra Lozano Immigration Law, PLLC; and Doe**  
9 **Individuals 1-10)**

10 6.1 Plaintiffs incorporate Paragraphs 1.1 through 5.16 as if fully stated herein.

11 6.2 Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC, formerly  
12 known as Alexandra Lozano Immigration Law, PLLC, had an attorney-client  
13 relationship with Plaintiffs.

14 6.3 Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC, formerly  
15 known as Alexandra Lozano Immigration Law, PLLC, breached their duties to Plaintiffs  
16 and acted in a manner which a reasonable, careful, and prudent attorney in Washington,  
17 or the jurisdiction where the breach occurred, would not have, including by:

- 18 a. Advising certain Plaintiffs to file T-Visa or VAWA petitions when those  
19 Plaintiffs were plainly not entitled to a T-Visa or protections under VAWA;  
20 b. Improperly submitting immigration documents, including residency  
21 applications, to immigration authorities, including in a form which they knew or  
22 should have known would be rejected;  
23 c. Using electronic signatures on client documents even where Defendants knew  
24 or should have known that such signatures were not permitted;

- 1 d. Failing to advise certain Plaintiffs that additional work would be required, at
- 2 additional cost to those Plaintiffs, to complete the immigration proceedings,
- 3 even where that necessity was obvious from the outset of the representation;
- 4 e. Advising certain Plaintiffs to make false, inaccurate, or deceptive statements to
- 5 immigration officials;
- 6 f. Including false, inaccurate, or deceptive statements in documents drafted by
- 7 Defendants and submitted to immigration officials;
- 8 g. Submitting documents to immigration officials with client signatures affixed
- 9 even though clients had not reviewed or approved the documents;
- 10 h. Using captive and/or otherwise improperly influenced psychological and
- 11 medical evaluators, including En Solidaridad, LLC, and Salud Total, LLC, in
- 12 immigration representations; and,
- 13 i. Engaging in actions during immigration representations which they knew or
- 14 should have known would cause Plaintiffs and other clients to face increased
- 15 scrutiny from immigration officials.

16 6.4 Plaintiffs have suffered harm as a result of the breaches by Alexandra Lozano Kennedy  
17 and La Luz del Camino Legal, PLLC, formerly known as Alexandra Lozano  
18 Immigration Law, PLLC, including but not limited to:

- 19 a. Incurring otherwise unnecessary attorney's fees and costs;
- 20 b. Reduced wages and decreased employment opportunities and security from
- 21 those they would have received if they had obtained lawful residence status;
- 22 c. Adverse immigration actions;
- 23 d. Removal proceedings that could and should have been avoided;

- e. Deportation;
- f. Entry bans; and
- g. Permanent bars.

6.5 Plaintiffs’ harms were proximately caused by the breaches alleged herein.

6.6 Plaintiffs’ damages were proximately caused by Defendants’ breach(es).

**VII. THIRD CAUSE OF ACTION—BREACH OF FIDUCIARY DUTY  
(Against Defendants Alexandra Lozano Kennedy; La Luz del Camino Legal, PLLC,  
formerly known as Alexandra Lozano Immigration Law, PLLC; and Doe  
Individuals 1-10)**

7.1 Plaintiffs incorporate Paragraphs 1.1 through 6.6 as if fully stated herein.

7.2 Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC, formerly known as Alexandra Lozano Immigration Law, PLLC, owed fiduciary duties to Plaintiffs as their attorney.

7.3 Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC, formerly known as Alexandra Lozano Immigration Law, PLLC, breached their fiduciary duties to Plaintiffs through acts including:

- a. Failing to disclose known costs and fees associated with representation upfront and, instead, engaging in “bait and switch” tactics;
- b. Using electronic signatures on client documents even where they knew or should have known that such signatures were not permitted;
- c. Engaging in acts, across representations, which they knew or should have known would cause Plaintiffs to face increased scrutiny from immigration officials during and after the representation; and,

1 d. Failing to advise Plaintiffs regarding the potential increased scrutiny they may  
2 face from immigration authorities during and following representation by  
3 Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC, formerly  
4 known as Alexandra Lozano Immigration Law, PLLC, including the potential  
5 of additional interviews with immigration officials and detention.

6 7.4 Plaintiffs suffered harms, including financial harms and legal harms, as a direct and  
7 proximate result of the breaches by Defendants.

8  
9 **VIII. FOURTH CAUSE OF ACTION—VIOLATION OF THE CONSUMER**  
10 **PROTECTION ACT, RCW 19.86 et seq.**  
11 **(Against Defendants Alexandra Lozano Kennedy; La Luz del Camino Legal, PLLC,**  
12 **formerly known as Alexandra Lozano Immigration Law, PLLC; and Doe**  
13 **Individuals 1-10)**

14 8.1 Plaintiffs incorporate Paragraphs 1.1 through 7.4 as if fully stated herein.

15 8.2 Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC, formerly  
16 known as Alexandra Lozano Immigration Law, PLLC, engaged in unfair or deceptive  
17 acts or practices, including:

18 a. Use of imagery and iconography of the *Virgen de Guadalupe* in marketing  
19 materials in a manner which inaccurately implied an association between the  
20 *Virgen de Guadalupe* and/or the Church, and Defendants Alexandra Lozano and  
21 La Luz del Camino Legal, PLLC, formerly known as Alexandra Lozano  
22 Immigration Law, PLLC;

23 b. Use of the phrase “abogada de los milagros” (“attorney of miracles”) in  
24 marketing materials in a manner which, particularly when combined with  
imagery and iconography of the *Virgen de Guadalupe*, inaccurately portrayed

1 Defendant Alexandra Lozano as capable of literally performing miracles; and,

2 c. Use of Mexican cultural and religious imagery in their marketing materials in  
3 such a way that it inaccurately implied a degree of honesty, trustworthiness,  
4 charity, and pioussness.

5 8.3 Additionally, Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal,  
6 PLLC, formerly known as Alexandra Lozano Immigration Law, PLLC, guaranteed  
7 successful outcomes to certain clients, including at least Plaintiffs Juan Manuel  
8 Villanueva Vega and Erika Alejandra Mejia Sanchez. For these clients, Defendants  
9 Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC, formerly known as  
10 Alexanda Lozano Immigration Law, PLLC, offered a money-back guarantee.

11 8.4 Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC, formerly  
12 known as Alexandra Lozano Immigration Law, PLLC, have not returned funds paid by  
13 Plaintiffs, including Severo Lopez Contreras, Juan Manuel Villanueva Vega, and Erika  
14 Alejandra Mejia Sanchez

15 8.5 Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC, formerly  
16 known as Alexandra Lozano Immigration Law, PLLC's actions took place in trade or  
17 commerce. Specifically, Defendants' actions were part of their entrepreneurial efforts  
18 to market their legal services in Washington and other states.

19 8.6 Defendants' unfair and deceptive acts and practices were undertaken for entrepreneurial  
20 purposes and were not related to the case strategy nor the legal representation of any  
21 particular client.

22 8.7 Defendants' actions have the potential for repetition and have or had the capacity to  
23 injure other persons, including but not limited to each other customer and client of

1 Defendants.

2 8.8 Plaintiffs were injured in their property, including but not limited to the costs and fees  
3 paid to Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC,  
4 formerly known as Alexandra Lozano Immigration Law, PLLC, and costs incurred at  
5 the direction of Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal,  
6 PLLC, formerly known as Alexandra Lozano Immigration Law, PLLC.

7 8.9 Plaintiffs' injuries were proximately caused by Defendants' unfair or deceptive acts or  
8 practices.

9  
10 **IX. FIFTH CAUSE OF ACTION—BREACH OF CONTRACT**  
11 **(Against Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC,**  
12 **formerly known as Alexandra Lozano Immigration Law, PLLC)**

12 9.1 Plaintiffs incorporate Paragraphs 1.1 through 8.9 as if fully stated herein.

13 9.2 Each Plaintiff had a written contract with Defendants Alexandra Lozano Kennedy and  
14 La Luz del Camino Legal, PLLC, formerly known as Alexandra Lozano Immigration  
15 Law, PLLC.

16 9.3 Plaintiffs each performed fully under their contracts with Defendants Alexandra Lozano  
17 Kennedy and La Luz del Camino Legal, PLLC, formerly known as Alexandra Lozano  
18 Immigration Law, PLLC.

19 9.4 Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC, formerly  
20 known as Alexandra Lozano Immigration Law, PLLC, breached their contracts with  
21 Plaintiffs, including by:

- 22 a. Failing to provide the promised services; and,  
23 b. Providing the promised services, but doing so in a negligent or otherwise

1 harmful matter.

2 9.5 Plaintiffs suffered financial and other harms as a result of the contractual breaches by  
3 Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC, formerly  
4 known as Alexandra Lozano Immigration Law, PLLC.

5  
6 **X. SIXTH CAUSE OF ACTION— NEGLIGENT INFLICTION OF**  
7 **EMOTIONAL DISTRESS**  
8 **(Against Defendants Alexandra Lozano Kennedy and La Luz del Camino Legal, PLLC,**  
9 **formerly known as Alexandra Lozano Immigration Law, PLLC; and Doe**  
10 **Individuals 1-10)**

11 10.1 Plaintiffs incorporate Paragraphs 1.1 through 9.5 as if fully stated herein.

12 10.2 Defendants Alexandra Lozano Kennedy; La Luz del Camino Legal, PLLC, formerly  
13 known as Alexandra Lozano Immigration Law, PLLC; and Doe Individuals 1-10, owed  
14 contractual and common-law duties to Plaintiffs, including the fiduciary duties  
15 described herein.

16 10.3 Defendants Alexandra Lozano Kennedy; La Luz del Camino Legal, PLLC, formerly  
17 known as Alexandra Lozano Immigration Law, PLLC; and Doe Individuals 1-10  
18 breached those duties, including through:

- 19 a. Failing to adequately advise clients of risks;
- 20 b. Failing to file necessary paperwork, resulting in adverse immigration outcomes;
- 21 c. Engaging in acts which they knew or should have known could cause adverse,  
22 and preventable, immigration outcomes;

23 10.4 The breaches of duties by Defendants Alexandra Lozano Kennedy; La Luz del Camino  
24 Legal, PLLC, formerly known as Alexandra Lozano Immigration Law, PLLC; and Doe  
Individuals 1-10, proximately caused Plaintiffs to suffer substantial emotional distress.

1 10.5 The harms suffered by Plaintiffs were, in the circumstances, a reasonably foreseeable  
2 result of breaches of duties by Defendants Alexandra Lozano Kennedy; La Luz del  
3 Camino Legal, PLLC, formerly known as Alexandra Lozano Immigration Law, PLLC;  
4 and Doe Individuals 1-10.

5 10.6 Plaintiff harms have resulted in objective symptomatology and are susceptible to medical  
6 diagnosis and provable through medical evidence.

7  
8 **XI. SEVENTH CAUSE OF ACTION—CIVIL CONSPIRACY**  
9 **(Against All Defendants)**

10 11.1 Plaintiffs incorporate Paragraphs 1.1 through 10.6 as if fully stated herein.

11 11.2 Defendants combined and conspired to accomplish an unlawful purpose, namely the  
12 legal malpractice, Consumer Protection Act, and 18 U.S.C. §§ 1962 (a)-(d) violations  
described herein.

13 11.3 Defendants combined and conspired to accomplish a lawful purpose by unlawful means,  
14 namely the representation of individuals in immigration matters through fraudulent and  
15 otherwise unlawful means as described herein.

16 11.4 Defendants entered into an agreement or agreements between themselves to accomplish  
17 the object of their conspiracy, namely defrauding Plaintiffs and other Lozano clients  
18 and providing false, misleading, deceptive, and inaccurate information to immigration  
19 authorities.

20 **XI. DEMAND FOR A JURY TRIAL**

21 Plaintiffs hereby demand a trial by jury on all issues so triable.

22 //

**XII. PRAYER FOR RELIEF**

WHEREFORE, having set forth their allegations, claims, and causes of action, the Plaintiffs Erika Alejandra Mejia Sanchez, Juan Manuel Villanueva Vega, Severo Lopez Contreras, Nora Patricia Murillo Moreno, Angélica Maria Barajas Horta, Ana Maria Garcia Martinez, Gabriel Martinez Garcia, Gerardo Prado Rivera, and Aurora Lizzette Leal Rubio pray for the following relief:


1. Plaintiffs demand a trial by jury on all issues so triable.
2. For a finding that the acts and omissions herein stated occurred;
3. For a finding that the causes of action herein stated exist and that the Defendants should be liable as stated herein;
4. For a monetary award of damages in an amount to be determined and proved at or before trial;
5. For pre-judgment and post-judgment interest where applicable in favor of Plaintiffs;
6. For exemplary and punitive damages as allowed by statute, contract, law, or equity, including treble damages under 18 U.S.C. § 1962 and RCW 19.86 *et seq.*;
7. For an award of all of Plaintiffs' costs, expenses, and attorneys' fees under any grounds permitted by law, equity, or statute, including 18 U.S.C. § 1962 and RCW 19.86 *et seq.*;
8. For injunctive relief as the Court deems necessary, appropriate, and equitable; and,
9. For such further and other relief as the Court deems just and equitable.


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1 DATED this 11th day of May 2026.

2 By—

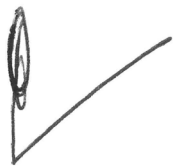
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4 **TOMLINSON BOMSZTYK RUSS**

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7 \_\_\_\_\_  
8 Tallman H. Trask, IV, WSBA #60280

9  
10   
11 \_\_\_\_\_  
12 Aric S. Bomszyk, WSBA #38020  
13 1000 Second Ave, Suite 3660  
14 Seattle, WA 98104  
15 Phone: (206) 621-1871  
16 Email: [tht@tbr-law.com](mailto:tht@tbr-law.com)  
17 [asb@tbr-law.com](mailto:asb@tbr-law.com)

18 And by—

19  
20 **BARRAZA LAW, PLLC**

21   
22 \_\_\_\_\_  
23 Vicente Omar Barraza, WSBA #43589  
24 10728 16th Ave SW  
Seattle, WA 98146  
Phone: (206) 933-7861  
Email: [omar@barrazalaw.com](mailto:omar@barrazalaw.com)  
*Attorneys for Plaintiffs*