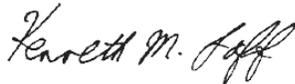


DISTRICT COURT, DENVER COUNTY, COLORADO Court Address: 1437 Bannock Street, Rm 256, Denver, CO, 80202	DATE FILED: April 11, 2014 3:44 PM CASE NUMBER: 2014CV30539 <p style="text-align: center;">⚠ COURT USE ONLY ⚠</p>
Plaintiff(s) ST OF COLO v. Defendant(s) ROCIO TRUJILLO et al.	
Case Number: 2014CV30539 Division: 424 Courtroom:	
<p style="text-align: center;">ORDER GRANTING JOINT MOTION TO ENTER CONSENT JUDGMENT AS TO DEFENDANTS ROCIO TRUJILLO (a/k/a ROCIO ORTIZ); ANTHONY TRUJILLO; RNA DIRECT MARKETING, LLC; AMERICA'S ELITE MEDIA, INC.; AMERICA'S ELITE MAGAZINES; PATRIOTIC READERS CLUB; AA PUBLISHERS, LLC; ALL AMERICAN PUBLISHERS; and ANTZ, INC.</p>	

The motion/proposed order attached hereto: GRANTED.

Issue Date: 4/11/2014



KENNETH MARTIN LAFF
 District Court Judge

DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO 1437 Bannock Street, Room 256 Denver, Colorado 80202	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
STATE OF COLORADO, ex rel. JOHN W. SUTHERS, ATTORNEY GENERAL Plaintiff: v. ROCIO TRUJILLO (a/k/a ROCIO ORTIZ); ANTHONY TRUJILLO; RNA DIRECT MARKETNG, LLC; AMERICA'S ELITE MEDIA, INC.; AMERICA'S ELITE MAGAZINES; PATRIOTIC READERS CLUB; AA PUBLISHERS, LLC; ALL AMERICAN PUBLISHERS; ANTZ, INC.; SUBSCRIPTION DATA PROCESSING, LLC and FULFILLMENT DATA PROCESSING INC. Defendants.	
[PROPOSED] CONSENT JUDGMENT AS TO DEFENDANTS ROCIO TRUJILLO (a/k/a ROCIO ORTIZ); ANTHONY TRUJILLO; RNA DIRECT MARKETING, LLC; AMERICA'S ELITE MEDIA, INC.; AMERICA'S ELITE MAGAZINES; PATRIOTIC READERS CLUB; AA PUBLISHERS, LLC; ALL AMERICAN PUBLISHERS; and ANTZ, INC.	

This matter is before the Court on the parties' Stipulation for Entry of a Final Consent Judgment. The Court has reviewed the Stipulation, the Complaint and is otherwise advised in the grounds therefore. The Court concludes that good cause has been shown for entering this Final Consent Judgment.

Accordingly, IT IS ORDERED that:

I. GENERAL PROVISIONS

1.1 Scope of Final Consent Judgment. The injunctive provisions of this Final Consent Judgment are entered pursuant to the Colorado Consumer Protection Act, §§ 6-1-101, *et seq.* C.R.S. (2014) ("CCPA"). This Final Consent Judgment shall apply to DEFENDANTS ROCIO TRUJILLO (a/k/a ROCIO ORTIZ); ANTHONY

TRUJILLO; RNA DIRECT MARKETNG, LLC; AMERICA'S ELITE MEDIA, INC.; AMERICA'S ELITE MAGAZINES; PATRIOTIC READERS CLUB; AA PUBLISHERS, LLC; ALL AMERICAN PUBLISHERS; and ANTZ, INC. (hereinafter "TRUJILLO DEFENDANTS") and any person under the direction or control of any TRUJILLO DEFENDANT, including but not limited to, any principals, officers, directors, agents, employees, representatives, successors, affiliates, subsidiaries, contractors, and assigns who has received actual notice of this Court's Order.

1.2 Release of Claims. The State of Colorado, *ex rel.* John W. Suthers, Attorney General (hereinafter the "STATE"), acknowledges by its execution hereof that this Final Consent Judgment constitutes a complete settlement and release of all claims under the CCPA on behalf of the STATE against the TRUJILLO DEFENDANTS, their owners, employees and former employees, with respect to all claims, causes of action, damages, fines, costs, and penalties which were asserted or could have been asserted under the CCPA in the Complaint, that arose prior to this date and relating to or based upon the acts or practices which are the subject of the Complaint filed in this action. The STATE agrees that it shall not proceed with or institute any civil action or proceeding under the CCPA against the TRUJILLO DEFENDANTS, including but not limited to an action or proceeding seeking restitution, injunctive relief, fines, penalties, attorneys' fees, or costs, for any communication disseminated prior to this date which relates to the subject matter of the Complaint filed in this action or for any conduct or practice prior to the date of entry of this Final Consent Judgment which relates to the subject matter of the Complaint filed in this action.

1.3 Liability. Both parties are entering into this Final Consent Judgment for the purpose of compromising and resolving disputed claims and to avoid the expense of further litigation. The TRUJILLO DEFENDANTS expressly deny the allegations in the STATE's Complaint and the parties agree that the TRUJILLO DEFENDANTS' agreement to enter into this judgment is not an admission of fault.

1.4 Preservation of Law Enforcement Action. Nothing herein precludes the STATE from enforcing the provisions of this Final Consent Judgment, or from pursuing any law enforcement action under the CCPA with respect to the acts or practices of the TRUJILLO DEFENDANTS not covered by this lawsuit and Final Consent Judgment or any acts or practices of the TRUJILLO DEFENDANTS conducted after the entry of this Final Consent Judgment.

1.5 Compliance with and Application of State Law. Nothing herein relieves the TRUJILLO DEFENDANTS of their duty to comply with applicable laws of the State of Colorado nor constitutes authorization by the STATE for the TRUJILLO

DEFENDANTS to engage in acts and practices prohibited by such laws. This Final Consent Judgment shall be governed by the laws of the State of Colorado.

1.6 Non-Approval of Conduct. Nothing herein constitutes approval by the STATE of the TRUJILLO DEFENDANTS' past or future business practices. The TRUJILLO DEFENDANTS shall not make any representation contrary to this paragraph.

1.7 Preservation of Private Claims and Relation to Private Settlements. Unless otherwise noted, nothing herein shall be construed as a waiver of any private rights, causes of action, or remedies of any person against the TRUJILLO DEFENDANTS with respect to the acts and practices covered by this Final Consent Judgment.

1.8 Use of Settlement as Defense. The TRUJILLO DEFENDANTS acknowledge that it is the STATE's customary position that an agreement restraining certain conduct on the part of a defendant does not prevent the STATE from addressing later conduct that could have been prohibited, but was not, in the earlier agreement, unless the earlier agreement expressly limited the STATE's enforcement options in that manner. Therefore, nothing herein shall be interpreted to prevent the STATE from taking enforcement action to address conduct occurring after the entry of this Final Consent Judgment that the STATE believes to be in violation of the law. The fact that such conduct was not expressly prohibited by the terms of this Final Consent Judgment shall not be a defense to any such enforcement action.

1.9 Use of Settlement in Business Activity. Under no circumstances shall this Final Consent Judgment or the name of the Attorney General or any of the STATE's employees or representatives be used by the TRUJILLO DEFENDANTS or any of their employees, representatives, or agents in conjunction with any marketing or other business activity, including in responses to consumer complaints or as an endorsement of any conduct, past or present, by the TRUJILLO DEFENDANTS. However, nothing in this paragraph shall prohibit the TRUJILLO DEFENDANTS from otherwise commenting on or quoting this Final Consent Judgment, changes to their business practices or the resolution of this case. A violation of this paragraph constitutes a knowing and willful violation of this Final Consent Judgment.

1.10 Retention of Jurisdiction. This Court shall retain jurisdiction over this matter for the purpose of enabling any party to this Final Consent Judgment to apply to the Court at any time for any further orders which may be necessary or appropriate for the construction, modification or execution of this Final Consent

Judgment, and for the enforcement of compliance herewith and the punishment of violations hereof.

1.11 Contempt. The parties understand and agree that a finding of any violation of any term or provision of this Final Consent Judgment may give rise to all contempt remedies available to the Court, including those provided under C.R.S § 6-1-112(1)(b).

1.12 Execution in Counterparts. This Final Consent Judgment may be executed in counterparts.

1.13 Severability. If any provision(s) of this Final Consent Judgment is held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

1.14 Successors in Interest. The terms and provisions of this Final Consent Judgment may be enforced by the current Colorado Attorney General, and by any of his duly authorized agents or representatives, as well as by any of his successors in interest, and by any of his successors in interest's agents or representatives.

1.15 Bankruptcy. In the event any of the TRUJILLO DEFENDANTS file a petition for bankruptcy within one hundred days of their payments to the STATE and if the STATE must return any portion of the money it has collected pursuant to this Final Consent Judgment to the bankruptcy estate, then a judgment shall enter against the TRUJILLO DEFENDANT who filed for bankruptcy, in the amount of one million dollars (\$1,000,000) in favor of the STATE.

1.16 Amendment. This Final Consent Judgment may be amended solely by written agreement signed by the STATE and the TRUJILLO DEFENDANTS.

1.17 Notice. Any notices sent to TRUJILLO DEFENDANTS pursuant to this Final Consent Judgment shall be sent to their attorneys at Smith Byers LLC, 1877 Broadway, Suite 605, Boulder CO 80302.

II. DEFINITIONS

2.1 Unless otherwise stated herein, the term "Magazine Solicitations" means the marketing, selling, promoting, or advertising in any form, including over the Internet and over the telephone, of magazines or magazine-subscription services.

2.2 Unless otherwise stated herein, the term "Current Customer" means any consumer to whom the TRUJILLO DEFENDANTS sold magazines prior to

February 7, 2014 or any consumer whom TRUJILLO DEFENDANTS billed or collected money from prior to February 7, 2014 (the "Previous Sales").

2.3 Unless otherwise stated herein, all terms herein that are defined in the CCPA shall be given the definition provided by the CCPA.

III. PERMANENT INJUNCTION

3.1 Effective immediately, this Court's February 7, 2014, Order Granting Motion for Temporary Restraining Order, Preliminary Injunction and Asset Freeze (as extended in the form of a Preliminary Injunction by this Court's March 17, 2014 Order) is hereby VACATED.

3.2 Effective immediately, this Court PERMANENTLY ENJOINS the TRUJILLO DEFENDANTS and any other person under their control or at their direction who receives actual notice of this Order from engaging in Magazine Solicitations in the State of Colorado.

3.3 The Court further PERMANENTLY ENJOINS DEFENDANTS ROCIO TRUJILLO and ANTHONY TRUJILLO from operating, controlling, directing, receiving compensation from, having an ownership interest in, or receiving payment of any kind from any person or entity that engages in Magazine Solicitations in the State of Colorado, including any person or entity that:

- a. solicits magazine consumers in Colorado or otherwise engages in Magazine Solicitations in Colorado;
- b. purchases magazine orders that were originated in Colorado;
- c. maintains any Magazine Solicitation office in Colorado, including call centers; or
- d. has Magazine Solicitation operations that are controlled or directed, in whole or in part, by any person located in Colorado.

3.4 Effective immediately, the TRUJILLO DEFENDANTS and their officers, directors, agents, servants, employees, independent contractors and any other person in active concert or participation with the TRUJILLO DEFENDANTS who receives actual notice of the Court's order, are PERMANENTLY ENJOINED from attempting to collect money for the Previous Sales, including by:

- a. Negotiating any checks, money orders, wire transfers, drafts, or other negotiable instruments received from Current Customers by the TRUJILLO DEFENDANTS or their officers, directors, agents,

servants, employees, independent contractors or any other persons in active concert or participation with the TRUJILLO DEFENDANTS;

- b. Depositing or processing any credit card and debit card receipts and/or using any financial transaction device, such as a debit or credit card number(s), the TRUJILLO DEFENDANTS or their officers, directors, agents, servants, employees, independent contractors or any other persons in active concert or participation with the TRUJILLO DEFENDANTS obtained from Current Customers;
- c. Sending bills, invoices, or collections letters to any Current Customer regarding a Previous Sale; and
- d. Using any third-party debt collection agency to collect on the Previous Sales, or selling the right to collect on the Previous Sales to any person.

3.5 Effective immediately, the TRUJILLO DEFENDANTS and their officers, directors, agents, servants, employees, independent contractors and any other person in active concert or participation with the TRUJILLO DEFENDANTS who receives actual notice of the Court's order, are PERMANENTLY ENJOINED from using the TRUJILLO DEFENDANTS' records of Current Customers as lead lists for further telemarketing.

IV. MONETARY PROVISIONS

4.1 This Court orders the TRUJILLO DEFENDANTS, jointly and severally, to pay a total amount of \$1,400,000 in fines, penalties, restitution, damages and costs and fees. The STATE agrees to suspend the TRUJILLO DEFENDANTS' payment of \$1,000,000 of this amount pending full compliance with all injunctive terms and full payment of the remaining \$400,000. The TRUJILLO DEFENDANTS shall make an initial payment of \$50,000, to be paid on June 1, 2014, followed by monthly payments of \$2,000.00 starting July 1, 2014, and continuing for one hundred seventy five months for a total of \$350,000 (the "Payments").

4.2 The Payments shall be paid by the TRUJILLO DEFENDANTS to the Colorado Department of Law to be held along with any interest thereon in trust by

the Attorney General to be used first for reimbursement of the State's actual costs and attorney fees and, second, to be held along with any interest thereon, in trust by the Attorney General for future consumer education, consumer fraud, or antitrust enforcement actions. C.R.S. § 6-1-110.

All payments shall be made payable to the Colorado Department of Law with a reference to "*State v. Trujillo et al.*, 2014CV30539, Settlement, Trujillo Defendants," and shall be delivered to:

Kyle Odegaard, Program Assistant
Consumer Fraud Unit
Colorado Department of Law
1300 Broadway
Denver, Colorado 80203

4.3 Failure to make the initial payment of \$50,000 under Section 4.1 will constitute contempt of this Court and result in the entire \$1,400,000 being due and payable immediately, without the need for trial. In the event the TRUJILLO DEFENDANTS fail to make any monthly payment under Section 4.1, the STATE shall provide the TRUJILLO DEFENDANTS written notice of default and provide the TRUJILLO DEFENDANTS with 30 days to cure the default without penalty. If the TRUJILLO DEFENDANTS fail to cure the default within 30 days, the entire \$1,400,000 (minus any payments previously made by TRUJILLO DEFENDANTS) shall be due and payable immediately, without the need for trial.

4.4 The State agrees not to serve Rule 69 discovery for so long as the TRUJILLO DEFENDANTS remain in compliance with all terms of this Final Consent Judgment.

V. REPRESENTATIONS AND WARRANTIES

5.1 Except as expressly provided in this Final Consent Judgment, nothing in this Final Consent Judgment shall be construed as relieving the TRUJILLO DEFENDANTS of their respective obligations to comply with all state and federal laws, regulations or rules, or granting permission to engage in any acts or practices prohibited by such law, regulation or rule.

5.2 Due to the public-interest nature of the STATE's claims in this matter, the TRUJILLO DEFENDANTS hereby specifically agree and stipulate that the monetary obligation imposed hereunder constitutes a debt for a fine, penalty or forfeiture payable to and for the benefit of a governmental unit, is not compensation for actual pecuniary loss and is specifically non-dischargeable under 11 U.S.C.A. § 523(a)(7).

5.3 The TRUJILLO DEFENDANTS acknowledge that they have thoroughly reviewed this Final Consent Judgment with their counsel, that they understand and agree to its terms, and that they agree that it shall be entered as an Order of this Court.

5.4 Each of the non-Court signatories to this Final Consent Judgment warrants and represents that he or she has authority to agree to this Consent Judgment on behalf of the specified parties.

5.5 Upon receipt of reasonable notice, the TRUJILLO DEFENDANTS agree to cooperate with all investigations and other proceedings that the STATE has brought or may bring in connection with the present litigation and this Final Consent Judgment, including any contempt or other proceeding arising out of this Final Consent Judgment. Such cooperation includes:

- a. Appearing at the request of the STATE for hearings, depositions, and trial, and providing testimony in any form during the pendency of this action and in any post-trial proceedings. All such testimony shall be truthful; and
- b. Producing documents, records, electronic records, or any other tangible things in response to a subpoena or other written request issued by the STATE; and
- c. Accepting a subpoena from the STATE through their counsel without need for formal service.

The TRUJILLO DEFENDANTS reserve the right to object to the scope and reasonableness of any subpoena. The TRUJILLO DEFENDANTS acknowledge and agree that if the State prevails in any court action to enforce a subpoena under this Section 5.5, the TRUJILLO DEFENDANTS shall pay the STATE'S costs and fees in connection with such proceeding.

VI. VIOLATIONS OF CONSENT JUDGMENT

6.1 Any violation of any injunctive term of this Consent Judgment shall constitute contempt of this Court and result in the entire \$1,400,000 (minus any payments previously made by the TRUJILLO DEFENDANTS) being due and payable immediately, without the need for trial.

6.2 In any action brought by the STATE to enforce this Final Consent Judgment, the TRUJILLO DEFENDANTS consent to personal and subject matter jurisdiction in the District Court for the City and County of Denver.

SO ORDERED and SIGNED this ____ day of _____, 2014.

BY THE COURT:

Kenneth Martin Laff
District Court Judge

Attachment to Order - 2014CV30539

This Consent Judgment concerning the TRUJILLO DEFENDANTS, signed and agreed to this day of April, 2014.

Ann Marie Byers, Reg No. 38898
Smith Byers, LLC, on behalf of
Defendants Rocio Trujillo; Anthony
Trujillo; RNA Direct Marketing, LLC;
America's Elite Media, Inc.; America's
Elite Magazines; Patriotic Readers Club;
AA Publishers, LLC; All American
Publishers; and Antz, Inc.

ROCIO TRUJILLO, individually and on
behalf of RNA Direct Marketing, LLC;
America's Elite Media, Inc.; America's
Elite Magazines; and Patriotic Readers
Club

ANTHONY TRUJILLO, individually and
on behalf of AA Publishers, LLC; All
American Publishers; and Antz, Inc.

In all respects, on behalf of the Plaintiff
the
State of Colorado, ex rel.
JOHN W. SUTHERS, Attorney General
and

MARK T. BAILEY*, Reg. No. 36861
Senior Assistant Attorney General
JAY SIMONSON*, Reg. No. 24077
First Assistant Attorney General
Consumer Fraud Unit
Consumer Protection Section
Office of the Colorado Attorney General
Attorneys for Plaintiff

*Counsel of Record