



GRANTED

Movant shall serve copies of this ORDER on any pro se parties, pursuant to CRCP 5, and file a certificate of service with the Court within 10 days.

Theresa M. Cisneros

**Theresa M. Cisneros
District Court Judge**

DATE OF ORDER INDICATED ON ATTACHMENT

<p>DISTRICT COURT, EL PASO COUNTY, COLORADO 270 S. Tejon Colorado Springs, Colorado 80901</p> <hr/> <p>STATE OF COLORADO, ex rel. JOHN W. SUTHERS, ATTORNEY GENERAL,</p> <p>Plaintiff,</p> <p>v.</p> <p>IMMIGRATION CENTER a/k/a U.S. IMMIGRATION CENTER, IMMIGRATIONHELPLINE.ORG AND US GOVERNMENT HELPLINE, a Colorado Non-Profit Corporation, CHARLES DOUCETTE, individually AND D/B/A LIBERTY LEGAL SERVICES, MAYDENE MEDIA, AND IMMIGRATION FORMS & SERVICES, DEBORAH STILSON a/k/a Deborah Malmstrom, individually, and ALFRED BOYCE, individually, and d/b/a IMMIGRATION FORMS & DOCUMENTS</p> <p>Defendants.</p>	<p>FILED Document CO El Paso County District Court 4th JD Filing Date: Apr 16 2010 7:35AM MDT Filing ID: 30616354 Review Clerk: Cheryl Dilts</p> <p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Attorneys for Plaintiff: JOHN W. SUTHERS Attorney General OLIVIA C. DEBLASIO, 35867* ALISSA HECHT GARDENSWARTZ, 36126* Assistant Attorneys General JAY B. SIMONSON, 24077* First Assistant Attorney General</p> <p>And</p> <p><i>Pro se</i> Defendants: CHARLES DOUCETTE And DEBORAH STILSON</p>	<p>Case No.: 09CV5071</p>
<p style="text-align: center;">CONSENT JUDGMENT CONCERNING CHARLES DOUCETTE AND DEBORAH STILSON</p>	

This matter is before the Court on the parties' Stipulation for Entry of a 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 Consent Judgment.

Accordingly IT IS ORDERED that:

GENERAL PROVISIONS

1. Scope of Consent Judgment. The injunctive provisions of this Consent Judgment are entered pursuant to the Colorado Consumer Protection Act, § § 6-1-101 *et. seq.*, C.R.S. (2009) ("CCPA). This Consent Judgment shall apply to (i) DEFENDANTS CHARLES DOUCETTE and DEBORAH STILSON, individually, and any other person under their control or at their direction, including but not limited to, any principals, officers, directors, agents, employees, representatives, successors, affiliates, subsidiaries, contractors, and assigns who receives actual notice of this Court's Order; (ii) any other company of which DEFENDANTS DOUCETTE and STILSON own, operate or in any way facilitate, and advertises and sells government forms and consultations to complete government forms in Colorado or that affects Colorado consumers.
2. Release of Claims. The State acknowledges by its execution hereof that this Consent Judgment constitutes a complete settlement and release of all claims on behalf of the STATE OF COLORADO ex rel. JOHN W. SUTHERS, ATTORNEY GENERAL ("STATE") against Defendants CHARLES DOUCETTE and DEBORAH STILSON a/d/a DEBORAH MALMSTROM (hereinafter referred to collectively as the "DEFENDANTS" unless otherwise specified) with respect to all claims, causes of action, damages, fines, costs, and penalties which were asserted or could have been asserted in the Complaint, that arose prior to this date under the above-cited consumer protection statutes 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 based upon the above-cited consumer protection statutes against the 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 this Order which relates to the subject matter of the Complaint filed in this action. Notwithstanding the foregoing, the STATE may institute an action or proceeding to enforce the terms and provisions of this Consent Judgment or to take action based on future conduct by the DEFENDANTS.
3. No Admission of Liability. DEFENDANTS are entering into this Consent Judgment for the purpose of compromising and resolving disputed claims and to avoid the expense of further litigation. DEFENDANTS' execution of this Consent Judgment is not and shall not be considered an admission by the DEFENDANTS of any of the allegations or claims set forth in the Complaint.

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

5. Compliance with and Application of State Law. Nothing herein relieves DEFENDANTS of their duty to comply with applicable laws of the STATE nor constitutes authorization by the STATE for DEFENDANTS to engage in acts and practices prohibited by such laws. This Consent Judgment shall be governed by the laws of the State of Colorado.

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

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

8. Use of Settlement as Defense. 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 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 Consent Judgment shall not be a defense to any such enforcement action.

9. Retention of Jurisdiction. This Court shall retain jurisdiction over this matter for the purpose of enabling any party to this 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 Consent Judgment, and for the enforcement of compliance herewith and the punishment of violations hereof.

10. Public Record. Pursuant to § 6-1-112(2), C.R.S. (2009), this Consent Judgment shall be a matter of public record.

11. Contempt. The parties understand and agree that any violation of any term of this Consent Judgment shall give rise to the contempt remedies and penalties provided under § 6-1-112(2), C.R.S. (2009).

12. Execution in Counterparts. This Consent Judgment may be executed in counterparts.

PERMANENT INJUNCTION

13. The Court enters a permanent injunction ENJOINING the DEFENDANTS, individually, and any other person under their control or at their direction, including but not limited to any principals, officers, directors, agents, employees, representatives, successors, affiliates, subsidiaries, contractors, and assigns who receives actual notice of this Court's order, from the following activities in Colorado or that affect Colorado consumers:

- a. Soliciting or accepting payment for any government forms or providing any document preparation services, including but not limited to phone consultations, of any kind.
- b. Marketing or assisting in the marketing, including the creation, design and hosting of web sites, of any service that solicits or accepts payment for any government forms or providing any document preparation services, including but not limited to phone consultations, of any kind.

14. Defendants, and any other person under their control or in active concert or participation with Defendants who receive actual notice of this Court's Order are REQUIRED to:

- a. Deactivate any and all Internet sites that advertise or solicit Defendants' "immigration services" business.
- b. End or modify any and all agreements with Google, Yahoo, Microsoft's Bing and any other search engine so that DEFENDANTS and any of their immigration related businesses do not appear in search results for "USCIS," "INS," "immigration" and "greencard."

MONETARY PROVISIONS

15. DEFENDANTS agree to pay to the Colorado Department of Law, in the amount of \$85,000, payable in 12 monthly installments commencing the first day of the month immediately following entry of this Order by the Court. The payment shall be paid by certified funds and directed to the State of Colorado Department of Law and include a reference of "Doucette and Stilson." Deliver payments to: 1525 Sherman Street, 7th Floor, Denver, CO 80203, Attention: Olivia DeBlasio.

16. Pursuant to the *Preliminary Injunction Against Immigration Center, Inc., et. al* and the *Preliminary Injunction Order Against Deborah Stilson*, the bank accounts of DEFENDANTS into which consumer funds have been deposited or transferred were frozen. Upon entry of this Order, all banks that maintain accounts subject to the

Preliminary Injunction Orders and that are in the names of Defendants Doucette and/or Stilson shall release and direct any and all funds in such accounts to the Colorado Attorney General's Office. Upon receiving confirmation from the banks of the amount of funds to be released, Plaintiff shall provide to DEFENDANTS the total amount less the released funds that DEFENDANTS are obligated to pay on the first day of each month over the 12-month term in order to satisfy the \$85,000 payment.

17. Therefore, \$85,000 shall be paid by DEFENDANTS to the Colorado Attorney General to be held along with any interest thereon in trust to be used first for consumer restitution; second, to reimburse the state for its reasonable costs and attorneys fees; and third, for future consumer education, consumer fraud and antitrust enforcement efforts. § 6-1-110, C.R.S. (2009).

18. Failure to pay in full and on time as per the monetary terms of this Consent Judgment will constitute contempt of this Court. In the event of such non-payment, DEFENDANTS agree to pay the costs of any legal action instituted to carry out successful recovery of the agreed amounts, pursuant to § 6-1-113, C.R.S. (2009).

19. The Colorado Attorney General shall pay pro rata restitution in a manner that he, in his sole discretion, deems appropriate. The Colorado Attorney General may give preference to those consumers who have (to the point of excluding those consumers who have not) filed written complaints received by the Attorney General's Office on or before the date of this Order.

20. This Court otherwise grants the parties' *Joint Motion for Entry of Consent Judgment and Vacating Trial Date* and, thus, vacates the trial set for May 6-7, 2010 and all other pretrial hearings set in this matter.

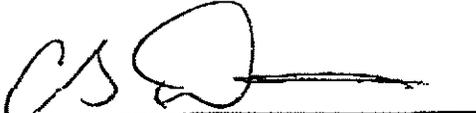
21. DEFENDANTS acknowledge that they have thoroughly reviewed this Consent Judgment with their attorneys, that they understand and agree to its terms, and that they agree that it shall be entered as the Order of this Court.

SO ORDERED and SIGNED this ____ day of _____, 2010.

BY THE COURT:

District Court Judge

This Consent Judgment Concerning Charles Doucette and Deborah Stilson, signed and agreed to this 12 day of April, 2010.


CHARLES DOUCETTE


DEBORAH STILSON

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


OLIVIA C. DEBLASIO, 35867*
Assistant Attorney General
Consumer Fraud Unit
Consumer Protection Section

Attorney for Plaintiff

*Counsel of Record