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Court: CO El Paso County District Court 4th JD

Judge: Thomas Kelly Kane

File & Serve

Transaction ID: 37017552

Current Date: Apr 15, 2011

Case Number: 2011CV2617

Case Name: ST. OF COLORADO, ex rel. JOHN W. SUTHERS, ATTORNEY GENERAL, Plaintiff, v. SIMPLY DONE IMMIGRATION, a Colorado Co. d/b/a SDI, SDI DOCUMENT SERVICES; SDI LLC, a NV Co.; JOSEPH P. Corrigan, Defendants

Court Authorizer: Thomas Kelly Kane

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/s/ Judge Thomas Kelly Kane



GRANTED

The moving party is hereby **ORDERED** to provide a copy of this Order to any pro se parties who have entered an appearance in this action within 10 days from the date of this order.

Thomas K. Kane
District Court Judge

DATE OF ORDER INDICATED ON ATTACHMENT

DISTRICT COURT, EL PASO COUNTY,
COLORADO

270 S. Tejon
Colorado Springs, Colorado 80901

STATE OF COLORADO, ex rel. JOHN W. SUTHERS,
ATTORNEY GENERAL,

Plaintiff,

v.

SIMPLY DONE IMMIGRATION, a Colorado Company
d/b/a SDI, SDI DOCUMENT SERVICES; SDI LLC, a
Nevada Company; and JOSEPH P. CORRIGAN,

Defendants.

▲ **COURT USE ONLY** ▲

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Case No.:

STIPULATED CONSENT JUDGMENT

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 [hereinafter "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. (2010) (“CCPA). This Consent Judgment shall apply to (i) 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.

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 Defendant JOSEPH P. CORRIGAN, in his individual capacity, and SIMPLY DONE IMMIGRATION, a Colorado Company d/b/a SDI, SDI DOCUMENT SERVICES; SDI LLC, a Nevada Company (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 any civil action 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 contest that they have violated the CCPA, any other laws, and expressly deny any wrongdoing on their parts. 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. Guarantee of Financial Obligations. Defendant CORRIGAN expressly denies any wrongdoing on his part or by any of the other Defendants. Execution of this Consent Judgment by Defendant CORRIGAN is not and shall not be considered an admission by Defendant CORRIGAN of any of the allegations or claims set forth in the Complaint. Defendant CORRIGAN agrees to personally guarantee DEFENDANTS' compliance with the monetary payments agreed to and ordered by this Consent Judgment and to ensure payment set forth by this agreement.

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. (2010), 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. (2010).

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:

(a) Soliciting or accepting payment for any government forms, including but not limited to immigration forms otherwise available at www.uscis.gov, or providing any government document preparation services of any kind, including but not limited to selecting government forms, providing phone consultations about selecting and filling out government forms, filling out government forms, retrieving and providing information about the status of a consumer's citizenship status, and mailing government forms to consumers.

(b) Misrepresenting by inference, implication, omission or express statement:

- i. That Defendants are affiliated, in any way, with the U.S. Citizenship and Immigration Services (USCIS) or any other government agency;
- ii. That fees paid to Defendants will pay for any filing fees associated with immigration forms filed with the government;
- iii. That Defendants' "immigration specialists" are immigration attorneys, former or current government employees, or are otherwise "experts" in the immigration field.

(c) Using "U.S.," "USCIS," "INS," "legal services," "immigration," "helpline" or "law" in any business name or description of such business, including non-profit organizations, that operates in Colorado or affects Colorado consumers;

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. Cease any and all advertising of "immigration services" businesses including, but not limited to, any advertisements generated on internet search engines including, but not limited to, Google, Bing, and Yahoo.

MONETARY PROVISIONS

15. DEFENDANTS agree to pay to the Colorado Department of Law, and DEFENDANT CORRIGAN agrees to personally guarantee such payment, in the amount of \$20,000.00. The STATE agrees to such payment, which is well below the maximum amount that the STATE would otherwise seek, so long as DEFENDANTS have not (a) falsified their financial information provided to the STATE, and

DEFENDANTS do not (b) violate the permanent injunction ordered by the Court. Upon learning of any such falsification of financial information or of any violation of the injunctive terms, the STATE may immediately enforce a civil penalty of \$500,000 against the DEFENDANTS in addition to any and all remedies available to the STATE under § 6-1-112(2), C.R.S. (2010).

16. DEFENDANTS shall pay the \$20,000 over three years per the following payment plan. DEFENDANTS shall pay at least \$300 on the 15th day of the month for 36 months commencing in the month following the Court's order in this matter. DEFENDANTS may pay more than the \$300 each month but no less than \$300 unless they show through financial affidavit that they are financially unable to do so, and in which case the missed payment will be immediately due the following month. On the 15th day of the 36th month, DEFENDANTS shall pay the remaining balance of the \$20,000. If DEFENDANTS pay a total of \$10,000 within eighteen months, the remaining balance shall be considered paid in full. The permanent injunction in this Order shall remain in place permanently and thus extends beyond the payment plan term of three years.

17. Thus, upon entry of this Order, DEFENDANTS agree to pay \$20,000.00 which shall be paid to the Colorado Attorney General per the payment plan articulated in paragraph 16, to be held along with any interest thereon in trust to, first, reimburse any consumers harmed by the violations alleged in the STATE's Complaint; 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. (2010).

18. All payments per this Consent Judgment shall be paid by check and directed to the State of Colorado Department of Law and include a reference of "Simply Done Immigration/Joseph Corrigan." Deliver payments to: 1525 Sherman Street, 7th Floor, Denver, CO 80203, Attention Olivia DeBlasio.

19. Failure to pay 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. (2010).

20. 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 _____, 2011.

BY THE COURT:

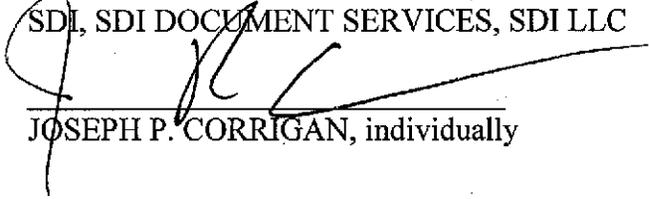
District Court Judge

This Consent Judgment Concerning Simply Done Immigration, et al., signed and agreed to this 31st day of March, 2011.

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JOSEPH P. CORRIGAN
on behalf of
SIMPLY DONE IMMIGRATION, d/b/a
SDI, SDI DOCUMENT SERVICES, SDI LLC



JOSEPH P. CORRIGAN, individually

In all respects, on behalf of the Plaintiff the
State of Colorado, *ex rel.*

JOHN W. SUTHERS, Attorney General



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Assistant Attorney General
Consumer Fraud Unit
Consumer Protection Section

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*Counsel of Record