DISTRICT COURT, EL PASO COUNTY, COLORADO El Paso County Combined Courts 270 S Tejon St, Colorado Springs, CO 80903 DATE FILED: February 3, 2022 10:23 AM FILING ID: 1D452AE134E93 CASE NUMBER: 2022CV30194 STATE OF COLORADO, *ex rel*. PHILIP J. WEISER, ATTORNEY GENERAL Plaintiff, v. ONE CONNECTION, d/b/a ONE CONNECTION LLC; MALENI MUNGUIA; a/k/a MALENI MUNGUIA-ZAMORA, a/k/a MALENI MUNJIA, and NOELY DIAZ, individuals Defendants.	▲ **COURT USE ONLY** ▲
PHILIP J. WEISER, Attorney General ABIGAIL M. HINCHCLIFF, 47942* First Assistant Attorney General MARK T. BAILEY, 36861* Senior Assistant Attorney General Ralph L. Carr Judicial Center 1300 Broadway, 10th Floor Denver, CO 80203 Telephone: (720) 508-6000 FAX: (720) 508-6040 *Counsel of Record	Case No. Div.:
COMPLAINT	

Plaintiff, the State of Colorado, upon relation of Philip J. Weiser, Attorney General for the State of Colorado ("the State"), alleges as follows:

INTRODUCTION

1. In 2016, Defendant Maleni Munguia signed an agreement with the Office of Attorney Regulation to cease the unauthorized practice of law. **Ex. 1, Agreement to Refrain from Unauthorized Practice of Law, June 16, 2016**. Since that time, Munguia has continued her unauthorized law practice, causing significant harm to the consumers who entrust their legal matters to her. The State brings this action under the Colorado Consumer Protection Act, Colo. Rev. Stat. §§ 6-1-101, *et seq*. ("CCPA") to put an end to the illegal and deceptive conduct

of Munguia and her employee, Noely Diaz, and to secure all other appropriate relief under the CCPA.

PARTIES

2. Philip J. Weiser is the duly elected Attorney General of the State of Colorado and is authorized under C.R.S. § 6-1-103 to enforce the provisions of the CCPA.

3. Defendant One Connection is a Colorado limited liability company, formed on March 28, 2018, with its principal place of business located at 3744 East Pikes Peak Avenue, Colorado Springs, CO 80909. As of August 1, 2019, One Connection is delinquent in its registration with the Colorado Secretary of State.

4. One Connection has operated under various names including One Connection, LLC and One Connection.

5. Defendant Maleni Munguia resides at 1132 Scarlet Oak Dr., Colorado Springs, CO 80906 and operates One Connection.

6. Defendant Noely Diaz resides at 1132 Scarlet Oak Dr., Colorado Springs, CO 80906 and helps Munguia operate One Connection.

JURISDICTION AND VENUE

7. Pursuant to C.R.S. §§ 6-1-103 and 6-1-110(1), this Court has jurisdiction to enter appropriate orders prior to and following an ultimate determination of liability.

8. The violations alleged herein occurred, in part, in Colorado Springs, Colorado. Therefore, venue is proper in El Paso County, Colorado, pursuant to C.R.S. § 6-1-103 and Colo. R. Civ. P. 98.

RELEVANT TIMES

9. The conduct that gives rise to the claims for relief contained in this Complaint began at least as of 2015 and has been ongoing through the present.

10. This action is timely brought pursuant to C.R.S. § 6-1-115 in that it is brought within three years of the date on which the last in a series of false, misleading, deceptive acts or practices occurred, and the described acts or practices are ongoing.

GENERAL ALLEGATIONS

11. Immigration to the United States can be long, costly, and complicated. For many, the immigration process is also emotional, full of both hope and fear. These ingredients combine to create conditions that are ripe for exploitation: a vulnerable class of prospective consumers, facing an increasingly complex and expensive regulatory regime, with the highest stakes imaginable.

12. Other legal proceedings can be similarly fraught. For example, divorce proceedings and custody decisions are frequently high-stakes even when undisputed—and doubly so when the parties disagree about crucial matters. These stakes, coupled with the emotional nature of family law proceedings, mean that many consumers feel unprepared to navigate the process on their own.

13. Low-cost legal services to meet the needs of vulnerable consumers can be difficult to find. And into that gap have stepped an army of unlicensed legal practitioners, who promise consumers the help they desperately need in immigration matters, in family law, and in other legal matters that consumers feel unprepared to tackle on their own. Yet these unlicensed practitioners may not have the legal training, certification, and expertise needed to evaluate a consumer's case or effectively assist consumers in securing the needed relief.

14. Immigrant populations may be particularly vulnerable to unlicensed practitioners of law. These consumers, some of whom do not speak English, may be unfamiliar with the U.S. legal system and may not realize that someone offering help with legal services is not qualified to practice law. And these same consumers may feel unprepared to take on a case themselves—for example, when getting divorced—even with the resources that Colorado courts offer *pro se* filers.

15. Often immigrant communities may be particularly susceptible to fraud of individuals who claim to be "notario publicos." The term "notario publico" may create a unique opportunity for deception because of the way the term is used by some immigrant communities. While a notary public in the United States is authorized only to witness the signature of forms, a "notario publico" or notary public in many Latin American (and European) countries refers to an individual who has received the equivalent of a law license and who is authorized to represent others before the government.

16. Though some unlicensed legal practitioners may be well-meaning, the harm caused by a mistake can be catastrophic. Missed deadlines, incorrect forms, and other legal errors can lead to unnecessary deportations or lost opportunities to obtain legal residency. The same mistakes in family law filings

may lead to missed hearings, default judgments, and lost opportunities to contest custody decisions. And not all such practitioners mean well. Some promise hope or solutions where none exist and charge expensive fees for no possible return.

17. Only people licensed or authorized by the Colorado Supreme Court may practice law in Colorado. C.R.S. § 13-93-101. It is a violation of the CCPA to fail to obtain all governmental licenses required to perform a service. C.R.S. § 6-1-105(z).

18. Colorado law also prohibits nonlawyers or those not otherwise authorized by federal law from advising or assisting another person in determining his or her immigration status, applying for an immigration benefit, or preparing and selecting legal documents affecting the right of another in an immigration matter. C.R.S. § 6-1-727. Violations of this section are deceptive trade practices under the Colorado Consumer Protection Act. *Id.*

19. Maleni Munguia, One Connection, and Noely Diaz are engaged in the unlicensed practice of law. Since at least 2015, Munguia has advised her clients about what immigration forms to file and what actions to take to obtain legal status, has selected and filled out immigration forms for her clients, and has represented to individuals and in advertising that she is qualified to provide legal advice. Since at least 2020, Noely Diaz has done the same.

20. Since at least 2015, Munguia and One Connection have selected and prepared divorce forms for Colorado consumers. From at least January to October, 2021, Munguia and Diaz filed divorce paperwork on behalf of clients through the *pro se* filing system in El Paso District Court.

21. Munguia previously agreed with the Colorado Office of Attorney Regulation that she would refrain from the unauthorized practice of law. She blatantly ignored this promise. This action followed.

I. Munguia and One Connection begin the unlicensed practice of law in 2015 and have continued unabated.

22. Munguia first began working in the legal field in 2014 as a receptionist at the offices of Stephanie Izaguirre. Ms. Izaguirre is an immigration attorney in Colorado Springs.

23. After approximately three months, Munguia and others decided to leave the Izaguirre office to start an independent practice, claiming only to operate as paralegals. At no time, however, did One Connection employees work under the supervision of a licensed attorney.

24. During a time when Izaguirre was out of the office, Munguia and two other employees went through her files and downloaded instructions on filing immigration paperwork. These three employees then quit Izaguirre's law firm.

25. Munguia then hired the two other Izaguirre employees—Judith Garcia and Jeanette Valtierra—as employees at One Connection.

26. After these employees' departure, Izaguirre realized that one of the employee's text messages were tied to her company laptop. In reading through the messages, Izaguirre observed discussion of visa paperwork. Izaguirre also realized, after hiring an information technology technician, that the departed employees had also downloaded other information related to immigration filings.

27. Izaguirre was later alerted to Munguia's unlicensed practice of law after several consumers contacted her office for help in immigration matters that had previously been handled by One Connection.

28. In an investigative hearing with the Attorney General's Office, Munguia testified under oath that, at first, their clients were primarily clients of Izaguirre's who "already had [] a case going on" "so they already knew what they needed." **Ex. 2, Transcript of Civil Investigative Demand Hearing**, at 15:21-16:6. Valtierra worked primarily on immigration matters. Munguia testified that she "knew from [her work with] Izaguirre" what forms to fill out for clients. *Id.* at 16:12-20. Sometimes, a client might come to One Connection and "say [] this is what I need" and One Connection would complete the appropriate paperwork. *Id.*

29. Garcia, meanwhile, worked on divorce and family law matters. Munguia noted that "when we decided we wanted to help people with divorces, we would just go on [the El Paso County Court] website" because "there is an instruction sheet on it for pro se clients." *Id.* at 16:21-17:17. Garcia would then use that information to fill out consumers' divorce paperwork.

30. When the business first formed, One Connection also performed translation services and helped consumers with taxes.

31. Shortly after forming One Connection, Munguia moved the business to its current address on Pike's Peak Avenue. She noted the office is in a "great location" because it is right by the only Hispanic meat market in Colorado Springs and that the business gets "a lot of walk-ins." *Id.* at 14:2-24.

II. Munguia and One Connection previously agreed to stop their unlicensed practice of law.

32. This is not the first time Munguia and One Connection have faced government enforcement related to their unlicensed practice of law.

33. In 2016, shortly after One Connection first opened, the Office of Attorney Regulation investigated Munguia and One Connection. The agreement that Attorney Regulation entered into with Munguia and One Connection notes that they "advertised on their website, Facebook, and in the magazine *Imagen Latina*, leading readers to believe" that they were "authorized to select and prepare immigration, divorce, and bankruptcy forms for clients." **Ex. 1, One Connection Agreement with Office of Attorney Regulation, June 16, 2016**, at ¶ 2.

34. The same agreement notes that "Munguia selected and prepared divorce forms" for one consumer and required her to pay restitution to that consumer. *Id.* at ¶¶ 2, 4.

35. In their agreement with Attorney Regulation, Munguia and One Connection "specifically agree[d]" to "refrain from any further actions constituting the unauthorized practice of law in Colorado." *Id.* at ¶ 3. This prohibition included (but was not limited to) providing legal advice or assisting consumers in making decisions that required legal judgment and selecting or preparing any legal document "other than solely as a typist." *Id.*

36. The agreement also forbade Munguia and One Connection from advertising legal services or "as a person or business capable of providing direct legal services to consumers." *Id.*

37. Munguia signed the agreement on behalf of herself and One Connection on June 6, 2016.

III. Munguia and One Connection continue to offer legal services.

38. Undeterred by the Office of Attorney Regulation or Colorado law, Munguia and One Connection continue to engage in the unlicensed practice of law.

39. Valtierra and Garcia later left One Connection. In their place, Munguia hired Noely Diaz. Munguia and Diaz split One Connection's work between them, including the legal services they offer to clients.

40. Munguia stated that One Connection currently "fills out forms" for immigration and divorces, as well as offering help with taxes, translation services,

and assistance with "random" requests such as helping get a plane ticket or make an appointment. **Ex. 2, Transcript of Civil Investigative Demand Hearing** at 21:5-17.

41. In sworn testimony, Munguia admitted that she and Diaz perform legal services. In particular, Munguia stated that she advises clients on the forms, such as green card renewals they need to file by going to a government website and using that information to "walk [the client] through" the forms they will need to submit and help the client fill out those forms. *Id.* at 21:5-24:25. In divorce cases, she and Diaz explain the forms to their clients and what Munguia and Diaz believe the client needs to submit to the court. Munguia and Diaz then submit the forms. *Id.*

42. Munguia noted that she "do[es] a lot of DACA [i.e., the Deferred Action of Childhood Arrivals] renewals" and that she asks clients to bring the "same paperwork" they previously submitted so she can update the form. *Id.* at 22:3-9. Munguia noted that if you "go directly to the USCIS website" "[i]t will tell you exactly what to do." *Id.*

43. Munguia also offers "green card renewals" and "help filling out the paperwork" for citizenship. *Id.* at 22:10-15.

44. With green card renewals, clients come to Munguia asking to renew the green card. Munguia stated that she goes to the government website and, with the client, walks through what the client will need. And then she explains her charge and how long she believes the green card process will take. *Id.* at 22:22-23:14.

45. For citizenship applications and work permit renewals, Munguia testified that she follows a similar process: she goes to the government website with forms for citizenship applications or the I-765 form for work permit renewals, fills out the form, and sends it in on the client's behalf. *See, e.g.*, *Id.* at 27:1-24.

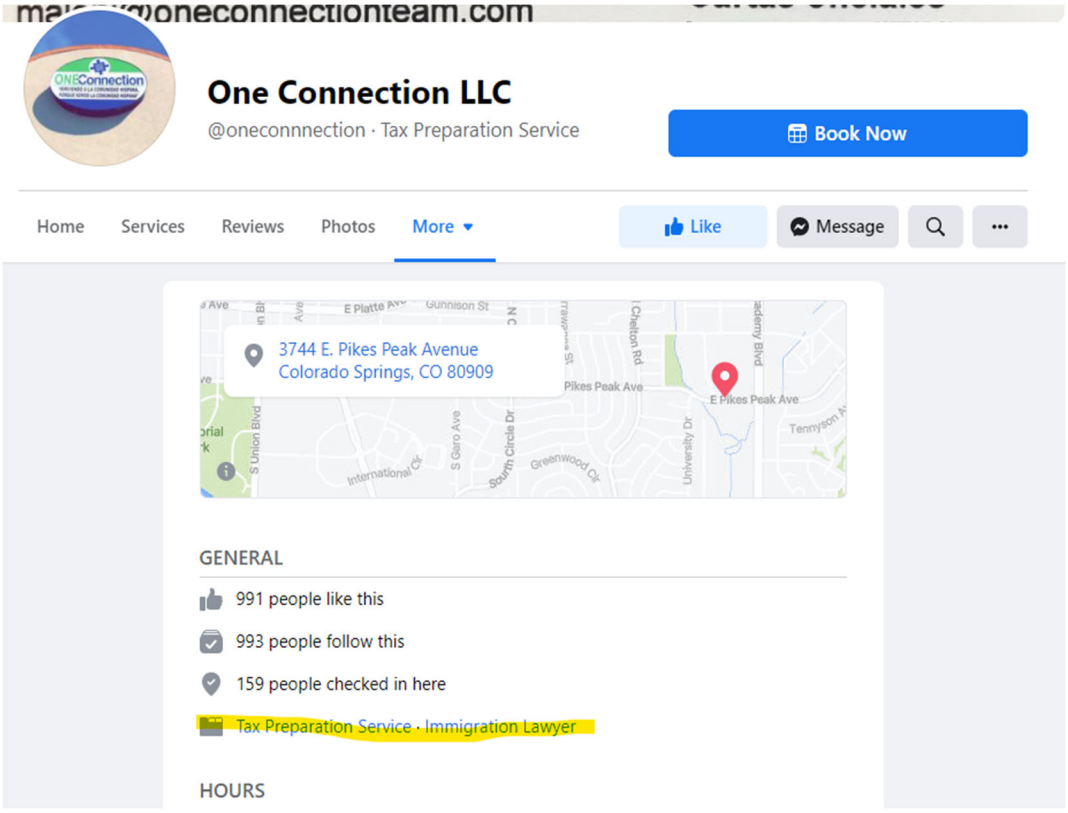
46. Munguia testified that One Connection charges $150 for green card renewals, DACA renewals, and work permit renewals. Citizenship paperwork costs $500. *Id.* at 25:14-20. The State's investigation reveals, however, that One Connection's prices are often significantly higher.

IV. Munguia and One Connection continued to advertise legal services.

47. As Munguia herself explained in an investigatory hearing, many One Connection clients are drop-ins who find the business because of its proximity to a market popular with the Hispanic community in Colorado Springs.

48. It is, perhaps, no surprise that many "drop-ins" come to One Connection: Munguia and One Connection continued to advertise, and offer, legal services. As of January 26, 2021, One Connection's Facebook page advertises assistance with immigration and divorce, without any clarification that the business cannot offer legal services:

49. The same Facebook page shows directions to the business and describes it as an "immigration lawyer":



50. One Connection also advertises its services on the windows and doors of its business:

51. These advertisements represent that Munguia can help with "divorce", "immigration," "custody", and "small claims"—but do not include any disclaimer that her help will not include legal advice and assistance. Rather, they imply the opposite: that One Connection can advise clients on the substantive steps they should take to pursue a case in each area. Indeed, Munguia admitted in sworn testimony that these advertisements could give "the public a different perception"—that is, that One Connection offers services separate from mere typographic services. **Ex. 2, Transcript of Civil Investigative Demand Hearing** at 74:7-20.

52. In addition, Munguia and Diaz offer notary public services. On information and belief, they do not inform consumers who may not understand the limits to a notary public license that they are not legally able to represent individuals in their legal cases.

V. Munguia and One Connection offer legal services to an employee of the Department of Law.

53. Munguia is not certified to offer immigration services by any government body. She does so anyway—included in a recorded interview with employees of the Department of Law.

54. In August, 2021, under the supervision of consumer protection enforcement attorneys, a Spanish-speaking employee of the Department of Law, Angel Luna, contacted One Connection.

55. Luna contacted One Connection by phone to ask for help with an immigration matter; the individual answering the phone—on information and believe, Noely Diaz—said that Ms. Munguia could assist. Luna made an appointment to meet with Munguia.

56. On September 15, 2021, Luna and an investigator from the Department's Consumer Protection Section, LeAnn Lopez, traveled to One Connection, located at 3744 E. Pikes Peak Ave., Colorado Springs, CO, for Luna's appointment.

57. Munguia greeted Luna and Lopez and asked them to have a seat in the waiting area. While there, Lopez noted Munguia having a conversation with another consumer. During this conversation, the consumer asked Munguia if the papers she handed him were all he needed and stated that "the officer" told him there was something else he needed. Munguia assured him everything he needed was in the packet of paperwork, and it was ready for the mail. She advised him to send the information to Fed Ex, so he had a receipt.

58. After the other customer left, and Munguia asked Luna and Lopez to come to her desk. At this point, Lopez began an audio recording of the conversation.

59. In this conversation, Luna posed as an undocumented individual who wanted to attain legal status. The first portion of the conversation occurred in Spanish. Munguia asked Luna if he had entered the country legally or illegally, whether he was married, and whether his parents were citizens. When Luna responded in the negative, Munguia advised him regarding different options to obtain legal status.

60. Then, Munguia asked Luna when he had first arrived in the United States. When Luna responded that he believed he was six years old, Munguia noted that DACA [i.e., the Deferred Action for Childhood Arrivals] program might allow him to obtain legal status. Munguia noted that "[a]ll you need are records from your school and doctor demonstrating that you have been here since you were little and we can give that a try. I think that would be a good option for you."

61. Munguia noted that she charges "$1,500 for DACA and immigration has a fee of $495" and that "you do have a good chance to be approved."

62. When asked by Luna what forms he would need to fill out to apply for through the DACA program, Munguia described a work permit and "the application, which is Form 821."

63. After Munguia finished speaking with Luna, she summarized the conversation, in English, for Lopez. Munguia informed Lopez that Luna should apply for a work permit under DACA. Munguia noted that DACA requires applicants to prove long-term residency in the United States and suggested that Luna do so through medical and school records. Munguia also noted that Luna would need a GED or high school diploma to qualify.

64. When Luna stated that he had not finished high school, Munguia told Luna to return to school for his GED. Lopez then confirmed that, once Luna had obtained a GED, he could return to One Connection and Munguia would help Luna fill out any necessary paperwork.

65. Munguia stated that she would "do everything" if Luna brought the records she previously described and that the process would take six to eight months.

66. When Lopez noted that Luna was "a little concerned to find someone that could fill everything out for him," Munguia responded that "[w]e do everything and we'll go over it with you. Don't worry about it we take care of everything. As long as you can bring me everything that I request, then I will take care of everything. And I can mail it out for you as well."

VI. One Connection and Munguia have been practicing family law without a license.

67. In October, the State became aware of another complaint against One Connection lodged with the Office of Attorney Regulation. The Court Administrator of the Fourth Judicial District, Penny Wagner, filed the complaint.

68. In an October conversation with Wagner, Wagner told the Department that she had previously received an email from the family court facilitator in the Fourth Judicial District, Cecilia Wall. In the email, Ms. Wall wrote that she had met with a petitioner in a pro se case who said that she is working with a paralegal service. The petitioner' case had been filed via e-filing, but the petitioner had no idea that the case was e-filed or that she had an e-filing account. She said that the paralegal must have opened the account for her. She said that she has not received any Orders or Notices via email.

69. The "paralegal service" in question was One Connection.

70. Wagner then contacted the information technology staff at the Fourth Judicial District; the Senior Business System Analyst, Brian Medina, discovered over 37 cases that One Connection had filed for consumers using the pro se filing system.

71. Medina was able to identify cases filed by One Connection by the email addresses used for the cases—each case used the consumer's first initial, last name @ oneconnectionteam.com.

72. Medina also identified the credit cards used to pay each of these 37 filing fees. The credit card charges began January 20, 2021, with the last charge being October 5, 2021.

73. When asked in an investigative hearing about these filing, Munguia admitted that she and Diaz had used the pro se filing system to file cases but stated that they only filed "about six" cases from February to May 2020. **Ex. 2, Transcript of Civil Investigative Demand Hearing** at 63:2-14.

74. All charges occurred on Visa credit cards. One card was issued by Navy Federal Credit Union. The billing names for this card were Maleni Munguia Zamora, Maleni Zamora, or Maleni Munguia. The other card was issued by US Bank, with the billing name of Maleni Munguia. Finally, there was an additional Navy Federal Credit Union card, with a billing name of Noely Diaz.

75. Munguia and Diaz's unlicensed practice risks the legal outcomes of vulnerable consumers. When staff looked up the cases related to these email addresses, several consumers had not shown up for court hearings associated with their cases.

76. In one example, a One Connection client, Louis Aragon, described how he went into One Connection after seeing advertisements that they could help with divorce. Munguia "took down his information" and promised to complete all his paperwork. He paid $300 up front, and an additional $300 a month later.

77. Aragon then moved to New Mexico, where his estranged wife also lived.

78. Munguia did not complete Aragon's divorce paperwork. After repeated calls, Munguia eventually told Aragon that the court must have "lost" his paperwork and that he would need to resubmit a new copy. Aragon signed and returned a second set of paperwork to Munguia. When Aragon later called for an update, Munguia told him that she was still waiting on the court to act.

79. A court mediator eventually contacted Aragon and told him that, because both he and his wife lived in New Mexico, he could not receive a divorce in Colorado. When Aragon asked Diaz for a refund, she said they could consider a partial refund. Aragon never heard from either Diaz or Munguia again.

80. The State's Motion for Temporary Restraining Order and Preliminary Injunction, details the stories of other consumers who paid One Connection money for services that were never completed.

PLAINTIFF'S CLAIMS

FIRST CLAIM FOR RELIEF

(Knowingly or recklessly makes a false representation as to the characteristics, ingredients, uses, benefits, alterations, or quantities of goods, food, services, or property or a false representation as to the sponsorship, approval, status, affiliation, or connection of a person therewith; C.R.S. § 6-1-105(1)(e)).

81. Plaintiff incorporates herein by reference all allegations set forth above.

82. Defendants have violated C.R.S. § 6-1-105(1)(e), by advertising that they are immigration lawyers and/or can legally offer immigration and family law services and advice.

83. These advertisements and statements suggest that One Connection is practicing with the approval of the Colorado Supreme Court or is affiliated with licensed attorneys. It is not.

84. Defendants have violated C.R.S. § 6-1-105(1)(e) by representing that they would complete legal services, demanding payment up front, and then failing to complete the legal services properly or to even attempt to complete them.

85. By means of the above-described unlawful deceptive trade practices, Defendants have deceived, misled, and unlawfully acquired money from Colorado consumers and consumers in other states.

SECOND CLAIM FOR RELIEF

(Fails to disclose material information concerning goods, services, or property which information was known at the time of an advertisement or sale if such failure to disclose such information was intended to induce the consumer to enter into a transaction; C.R.S. § 6-1-105(1)(u)).

86. Plaintiff incorporates herein by reference all allegations set forth above.

87. Defendants have violated C.R.S. § 6-1-105(1)(u), by failing to disclose to consumers that they do not employ lawyers and are not qualified or authorized to practice law in Colorado.

88. That information was material; if consumers had known that One Connection and its employees were not allowed to assist them then many such consumers would not have paid One Connection for legal help.

89. By means of the above-described unlawful deceptive trade practices, Defendants have deceived, misled, and unlawfully acquired money from Colorado consumers and consumers in other states.

THIRD CLAIM FOR RELIEF

(Refuses or fails to obtain all governmental licenses or permits required to perform the services or to sell the goods, food, services, or property as agreed to or contracted for with a consumer; C.R.S. § 6-1-105(1)(z))

90. Plaintiff incorporates herein by reference all allegations set forth above.

91. Defendants have violated C.R.S. § 6-1-105(1)(z), by failing to obtain a legal license before practicing law in Colorado.

92. By means of the above-described unlawful deceptive trade practices, Defendants have deceived, misled, and unlawfully acquired money from Colorado consumers and consumers in other states.

FOURTH CLAIM FOR RELIEF

(Knowingly or recklessly engages in any unfair, unconscionable, deceptive, deliberately misleading, false, or fraudulent act or practice, C.R.S. § 6-1-105(1)(kkk))

93. Plaintiff incorporates herein by reference all allegations set forth above.

94. Defendants have knowingly and recklessly violated the C.R.S. § 6-1-105(1)(kkk), by engaging in the unlicensed practice of law.

95. Defendants have violated C.R.S. § 6-1-105(1)(kkk) by representing that they would complete legal services, demanding payment up front, and then failing to complete the legal services properly or to even attempt to complete them.

96. Defendants' actions are and were unfair, unconscionable, deceptive, deliberately misleading, false, and fraudulent.

97. Defendants' conduct is unconscionable in part because of their violation of their agreement with the Office of Attorney Regulation.

98. Defendants' conduct is unconscionable in part because of their decision to target vulnerable communities, including those who are undocumented and do not speak English as a first language.

99. By means of the above-described unlawful deceptive trade practices, Defendants have deceived, misled, and unlawfully acquired money from Colorado consumers and consumers in other states.

FIFTH CLAIM FOR RELIEF
(Practicing immigration law without a license or other authorization; C.R.S. § 6-1-727 and C.R.S. § 6-1-105(1)(x)).

100. Plaintiff incorporates herein by reference all allegations set forth above.

101. Section (x) of C.R.S. § 6-1-105(1) designates as a deceptive trade practice any violation of Section 7 of the Colorado Consumer Protection Act.

102. Defendants have violated C.R.S. § 6-1-727, which prohibits nonlawyers or those not otherwise authorized by federal law from advising or assisting another person in determining his or her immigration status, applying for an immigration benefit, or preparing and selecting legal documents affecting the right of another in an immigration matter.

103. Defendants assist Colorado consumers in applying for immigration benefits. In so doing, they select, prepare, and submit documents that affect the rights of consumers in immigration matters.

104. By means of the above-described unlawful deceptive trade practices, Defendants have deceived, misled, and unlawfully acquired money from Colorado consumers and consumers in other states.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for judgment against the Defendants and the following relief:

A. An order declaring Defendant's above-described conduct to be in violation of the Colorado Consumer Protection Act, C.R.S. §§ 6-1-105(1)(e), (u), (x), (z), (kkk) and § 6-1-727.

B. An order permanently enjoining Defendants, their officers, directors, successors, assignees, agents, employees, and anyone in active concert or participation with any Defendant with notice of such injunctive orders, from

engaging in any deceptive trade practice as defined in and proscribed by the CCPA, and as set forth in this Complaint.

C. Additional appropriate orders necessary to prevent Defendants' continued or future deceptive trade practices.

D. A judgment in an amount to be determined at trial for restitution, unjust enrichment, or other equitable relief pursuant to C.R.S § 6-1-110(1) and C.R.S. § 18-17-106.

E. An order requiring Defendants to forfeit and pay to the General Fund of the State of Colorado civil penalties in an amount not to exceed $20,000 per violation pursuant to C.R.S. § 6-1-112(1)(a), or $50,000 per violation pursuant to C.R.S. § 6-1-112(1)(c).

F. An order requiring Defendants to pay the costs and expenses of this action incurred by the Attorney General, including, but not limited to, Plaintiff's attorney fees, pursuant to C.R.S. § 6-1-113(4).

G. Any such further orders as the Court may deem just and proper to effectuate the purposes of the CCPA.

Respectfully submitted this 3rd day of February, 2022.

PHILIP J. WEISER
Attorney General

Abigail M. Hinchcliff

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