

GRANTED BY COURT

12/12/2023

DATE FILED: December 12, 2023 4:02 PM
CASE NUMBER: 2023CV32147

CITY AND COUNTY OF DENVER
DISTRICT COURT
1437 Bannock Street
Denver, CO 80202

STATE OF COLORADO, *ex rel.* PHILIP J. WEISER,
ATTORNEY GENERAL

Plaintiff,

v.

VISUAL PROP STUDIOS, LLC, d/b/a PROPDOKS;
and ERDIS MOORE, aka ERDIS MOORE III, an
individual.

Defendants.


DAVID H GOLDBERG
District Court Judge

▲ USE ONLY COURT ▲

Case No. 2023CV32147

Div.: 280

[PROPOSED] CONSENT JUDGMENT

This matter is before the Court on the Stipulation for Entry of a Final Consent Judgment under C.R.C.P. 58(a) by Plaintiff, State of Colorado, *ex rel.* Philip J. Weiser, Attorney General for the State of Colorado and Defendants VISUAL PROP STUDIOS, LLC, d/b/a PROPDOKS; and ERDIS MOORE, aka ERDIS MOORE III, an individual (“Defendants”) (collectively, “the Parties”).

The Court, being fully advised in this matter, finds and concludes:

1. That it has jurisdiction over the Parties and the subject matter of this suit under the grounds alleged in the Complaint by the Attorney General;
2. That venue in City and County Of Denver is proper; and

3. That the Parties shall be subject to the following provisions:

GENERAL PROVISIONS

1.1 Scope of Final Consent Judgment. The provisions of this Final Consent Judgment are entered pursuant to the Colorado Consumer Protection Act, C.R.S. §§ 6-1-101, *et seq.* (“CCPA”).

1.2 Release of Claims. The Attorney General 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 Attorney General against Defendants, 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 Attorney General agrees that it shall not proceed with or institute any civil action or proceeding under the CCPA against Defendants, including, but not limited to, an action or proceeding seeking restitution, injunctive relief, fines, penalties, attorneys’ fees, or costs, 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. All Parties are entering into this Final Consent Judgment for the purpose of compromising and resolving all of the disputed claims and to avoid the expense of further litigation.

1.4 Preservation of Law Enforcement Action. Nothing herein precludes the Attorney General 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 Defendants not covered by this Complaint and Final Consent Judgment or any acts or practices of Defendants conducted after the entry of this Final Consent Judgment.

1.5 Compliance with and Application of State Law. Nothing herein relieves Defendants of their duty to comply with applicable laws of the State of Colorado nor constitutes authorization by the Attorney General for 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 Attorney General of Defendants' past or future business practices. Defendants shall not make any representation contrary to this paragraph.

1.7 Third Party Claims. Nothing herein shall be construed as a waiver of any rights of third parties, including the rights of consumers to seek restitution or other remedies through other actions.

1.8 Use of Settlement as Defense. Nothing herein shall be interpreted to prevent the Attorney General from taking enforcement action to address conduct occurring after the entry of this Final Consent Judgment that the Attorney General 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, the name of the Attorney General, or the names of any of the Attorney General's employees or representatives be used by Defendants or any of their employees, representatives, or agents as an endorsement of any conduct, past or present, by Defendants.

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 the Attorney General's authorized agents or representatives, as well as by any of the Attorney General's successors in interest, agents, or representatives.

1.15 Amendment. This Final Consent Judgment may be amended solely by written agreement signed by the Attorney General and Defendants.

1.16 Notice. Whenever Defendants shall provide notice or any other documents to the Colorado Attorney General under this Final Consent Judgment, that requirement shall be satisfied by sending notice to:

Conor A. Kruger
Assistant Attorney General
Consumer Fraud Unit
Colorado Department of Law
1300 Broadway, 7th Floor
Denver, CO 80203
conor.kruger@coag.gov

Any notice or other documents sent to Defendants by the Colorado Attorney General under this Consent Judgment shall be sent to:

Erdis Moore
17695 E. Ithaca Place
Aurora, CO 80013
dokbeats@gmail.com

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

DEFENDANTS' CONDUCT

2.1 Defendants have violated § 6-1-105(1)(rrr) by creating and disseminating an array of false documents, providing false verification services, and providing deceptive credit repair services. Defendants' conduct is unconscionable in part because their actions have placed the public at risk and they aid and abet others in the commission of fraud. Defendants aid and abet others in the commission of fraud by providing them with false documents of the type that are used in fraud as well as providing customers with credit products and instructing them on how to use those products for deceptive purposes. This conduct is further unconscionable because Defendants act knowing that their products will be used for illegitimate purposes despite their attempts to be willfully blind to the uses of their products.

2.2 Defendants have violated C.R.S. § 6-1-105(1)(z) by failing to obtain a proper business license to operate the storefront in Denver County and failing to pay sales taxes on sales made in its Denver physical location as required under Denver Mun. Code §§ 53-54, 53-56, 53-70.

2.3 Defendants have violated § 6-1-105(1)(b) by making false representations about the source or affiliation of documents that deceive the public at large, government agencies, and the courts. Defendants sell and have sold documents that falsely purport to be from reputable public institutions. Defendants have sold these products despite knowing that they would be used as true copies from

the sources for fraudulent purposes. Defendants knew that customers purchased these documents from PropDoks because they claimed to be from trusted institutions.

PERMANENT INJUNCTION

3.1 Effective immediately, this Court permanently enjoins Defendants and any other person under their control or direction who receives actual notice of this Order, from:

1. Creating, selling, or disseminating any documents including fulfilling orders that have already been placed.
2. Providing any verification services, including but not limited to, verification of insurance coverage and work experience.
3. Advertising, representing, or claiming, orally or in any form of writing (including but not limited to online, on paper, and on the outside of any storefront), that Defendants can create, sell, or disseminate any documents or props.
4. Advertising, representing, or claiming, orally or in any form of writing (including but not limited to online, on paper, and on the outside of any storefront), that Defendants can provide verification services, including but not limited to verification of insurance coverage or work experience.
5. Advertising, representing, or claiming, orally or in any form of writing (including but not limited to online, on paper, and on the outside of any storefront), that Defendants can create, sell, or disseminate any Credit

Profile Numbers, Credit Profile Number, Secondary Credit Number, or any nine-digit number used for identification purposes.

6. Advertising, marketing, promoting, brokering, offering for sale, or selling, or assisting in the advertising, marketing, promoting, brokering, offering for sale, or selling, of any Credit Repair or Reset Service that adds, attempts to add, or advises or directs others to add, any Person as an authorized user to any other Person's credit card account or other line of credit.
7. Misrepresenting or assisting others in misrepresenting, expressly or by implication:
 - i. That any Person will add any Person as an additional authorized user to any other Person's credit card or line of credit account;
 - ii. That any Person can substantially improve any Person's credit score or credit rating;
 - iii. That any Person is an additional authorized user on any other Person's credit card or line of credit account;
 - iv. That any Credit Repair Service will help any Person obtain a mortgage or other extension of credit;
 - v. That any Person can remove negative information or hard inquiries from any Person's credit report, credit record, credit history, credit profile; or

- vi. Any other fact material to consumers concerning any Credit Repair Service, such as the total costs; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics.
8. Engaging in any act, practice, or course of business that constitutes or results in the commission of, or an attempt to commit, a fraud or deception on any Person in connection with the offer or sale of the Credit Repair or Reset Service.

MONETARY PROVISIONS

4.1 This Court orders Defendant Moore to pay a total amount of \$20,000 in fines, penalties, restitution, damages and costs and fees.

4.2 Defendant Moore shall make a payment of \$14,000, to be paid on January 12, 2024, and followed by a payment of \$500 on May 1, 2024, followed by monthly payments of \$500 to be paid on the first of each successive month until the total sum of \$20,000 is paid to the Attorney General.

4.3 Defendant Moore shall send payment by check, made payable to the Colorado Department of Law with a reference to “Visual Prop Studios, LLC.” The payment shall be delivered via either FedEx, UPS, or USPS, so long as the delivery may be tracked. The mailing containing the payment shall be addressed to:

Miriam Burnett, Administrative Assistant
c/o Conor A. Kruger, AAG
Consumer Fraud Unit
Colorado Department of Law
1300 Broadway, 7th Floor
Denver, Colorado 80203

4.4 The above-described payments by Defendant Moore to the Colorado Department of Law are to be held, along with any interest thereon, in trust by the Attorney General to be used in the Attorney General's sole discretion for reimbursement of the Attorney General's actual costs and attorneys' fees, the payment of restitution to consumers, and for future consumer fraud or antitrust enforcement, consumer education, or public welfare purposes.

4.5 The business accounts held by Visual Prop Studios, LLC at any financial institution and business accounts on peer-to-peer applications subject to the freeze put in place by the July 28, 2023 Order Granting Plaintiff's Motion For Preliminary Injunction, And Asset Freeze shall be unfrozen and Defendants shall no longer be enjoined from the activities in that Order.

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 Defendants of their obligation 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 Defendants acknowledge that they have thoroughly reviewed this Final Consent Judgment, that they understand and agree to its terms, and that they agree that it shall be entered as an Order of this Court.

VIOLATION OF THIS CONSENT JUDGMENT

6.1 Any violation of any injunctive terms of this Consent Judgment shall constitute both an event of default under the Consent Judgment and contempt of this Court and subject Defendants to further penalties. Violation of the Court's injunction may also constitute criminal contempt and subject Defendants to incarceration either through a civil or criminal contempt finding.

6.2 Defendants shall fully cooperate with all further investigations relating to these proceedings, including investigations into deceptive trade practices and any investigations into Defendant's assets and financial standing.

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

ENFORCEMENT OF FINAL CONSENT JUDGMENT

7.1 In any action brought by the Attorney General to enforce this Final Consent Judgment, Defendants consent to personal and subject matter jurisdiction in the Denver District Court. Defendants further consent to domestication of any judgment related to violations of this Consent Judgment in any state court within the

United States. This Consent Judgment is governed by the laws of the State of Colorado.

SO ORDERED and SIGNED this _____ day of _____, 202_.

BY THE COURT:

The Honorable David H. Goldberg
District Court Judge

ORIGINAL SIGNATURE PAGES OF THE PARTIES ARE ATTACHED AS
“ATTACHMENT A”

The undersigned parties enter into this Final Consent Judgment in *State of Colorado, ex rel. Philip J. Weiser, Attorney General v. Visual Prop Studios LLC et al.*

On behalf of the Colorado Attorney General,

(Signature) _____ (Date) _____

CONOR A. KRUGER, CO State Bar No. 54111
Assistant Attorney General
Consumer Protection Section
Attorneys for Plaintiff

State of Colorado
County of Denver

Signed before me on _____, 2023 by CONOR A. KRUGER.

_____, Notary Public
Commission expires _____

On behalf of Defendants,

(Signature) _____ (Date) _____

Erdis Moore, on behalf of himself and Visual Prop Studios, LLC.