

**GRANTED BY COURT**

**09/01/2023**

DATE FILED: September 1, 2023 10:16 AM  
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

▲ COURT USE ONLY ▲

Case No.: 2023CV32147

Div.: 280

**[PROPOSED] ORDER ON PARTIES' STIPULATED MOTION FOR  
PRELIMINARY INJUNCTION REGARDING  
DEFENDANTS' CREDIT RESET SERVICES**

Having reviewed the parties' stipulation, this Court finds and concludes that a Preliminary Injunction against Defendants is necessary.

1. This Court has jurisdiction in the matter presented herein by virtue of § 6-1-110(1), C.R.S. (2022).
2. This Court is expressly authorized by § 6-1-110(1) to issue a preliminary injunction to prevent ongoing violations of the CCPA:

Whenever the attorney general or a district attorney has cause to believe that a person has engaged in or is engaging in any deceptive trade practice listed in section 6-1-105 or part 7 of this article, the attorney general or district attorney may apply for and obtain, in an action in the appropriate district court of this state, a temporary restraining order or injunction, or both, pursuant to the Colorado rules of civil procedure, prohibiting such person from continuing such practices, or engaging therein, or doing any act in furtherance thereof. The court may make such orders or judgments as may be necessary to prevent the use or employment by such person of any such deceptive trade practice or which may be necessary to completely compensate or restore to the original position of any person injured by means of any such practice or

to prevent any unjust enrichment by any person through the use or employment of any deceptive trade practice.

3. The parties agree and the state's affidavit supports a finding that that Defendants' deceptive, unconscionable, and unfair practices violate sections 6-1-105(b), (z), and (rrr), C.R.S. These practices are injurious to the public and continued violations, if not enjoined, will cause immediate and irreparable injury, loss or damage. *Baseline Farms Two, LLP v. Hennings*, 26 P.3d 1209, 1212 (Colo. App. 2001); *Lloyd A. Fry Roofing Co. v. State Dept. of Air Pollution*, 553 P.2d 200 (Colo. 1976); *Rathke v. MacFarlane*, 648 P.2d 648 (Colo. 1982).

4. In view of the continuing harm to consumers established in the evidence and affidavits submitted by the State, the entry of a preliminary injunction order is necessary and appropriate.

5. A preliminary injunction is also necessary and appropriate. The Court may grant a preliminary injunction when:

- a) there is a reasonable probability of success on the merits;
- b) there is a danger of real, immediate and irreparable injury which may be prevented by injunctive relief;
- c) there is no plain, speedy and adequate remedy at law;
- d) the granting of the preliminary injunction will not disserve the public interest;
- e) the balance of the equities favors entering an injunction; and
- f) the injunction will preserve the status quo pending a trial on the merits

*Rathke v. MacFarlane*, 648 P.2d 648, 653-54 (Colo. 1982); *see also Gitlitz v. Bellock*, 171 P.3d 1274, 1278 (Colo. App. 2007).

6. Per the parties' stipulation, the Court finds there is a reasonable probability that the State will prove its claims against Defendants at trial. *Rathke v. MacFarlane*, 648 P.2d 648, 653-54 (Colo. 1982); *see also Gitlitz v. Bellock*, 171 P.3d 1274, 1278 (Colo. App. 2007).

7. Regarding the second *Rathke* factor, the Court finds that there is a danger of real, immediate and irreparable injury, which may be prevented by injunctive relief. *Rathke*, 648 P.2d at 653.

8. For the same reasons, the Court finds that, absent an injunction, there is no plain, speedy and adequate remedy at law. *Rathke*, 648 P.2d at 653-54.

9. The Court finds that the balance of the equities and the public interest favor the entry of an injunction. Without an injunction, the State will be unable to protect the public from Defendants' ongoing illegal activities.

10. In contrast, Defendants will suffer no undue hardship by the entry of an injunction. There is no hardship created by requiring Defendants to follow the law.

11. Pursuant to C.R.C.P. Rule 65(c), the State is not required to provide a security bond.

IT IS HEREBY ORDERED PURSUANT TO C.R.S. § 6-1-110(1) AS FOLLOWS:

A. Defendants VISUAL PROP STUDIOS, LLC, D/B/A PROPDOKS, and ERDIS MOORE, are enjoined from:

1. 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.
2. 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.
3. Misrepresenting or assisting others in misrepresenting, expressly or by implication:
  - a. That any Person will add any Person as an additional authorized user to any other Person's credit card or line of credit account;
  - b. That any Person can substantially improve any Person's credit score or credit rating.
  - c. That any Person is an additional authorized user on any other Person's credit card or line of credit account;
  - d. That any Credit Repair Service will help any Person obtain a mortgage or other extension of credit;
  - e. That any Person can remove negative information or hard inquiries from any Person's credit report, credit record, credit history, credit profile; or

- f. 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;
4. 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;

SO ORDERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
DISTRICT COURT JUDGE