

DISTRICT COURT, EL PASO COUNTY, COLORADO	
Court Address: 270 S. TEJON, COLORADO SPRINGS, CO, 80903	
Plaintiff(s) STATE OF COLORADO	DATE FILED: March 10, 2022 1:52 PM
v.	CASE NUMBER: 2022CV30194
Defendant(s) ONE CONNECTION et al.	
	△ COURT USE ONLY △
	Case Number: 2022CV30194
	Division: 7 Courtroom:
Order: Proposed Consent Judgment	

The motion/proposed order attached hereto: GRANTED.

This matter will be administratively closed subject to reopening if any enforcement action may be required.

Issue Date: 3/10/2022



DAVID A GILBERT
District Court Judge

<p>DISTRICT COURT, EL PASO COUNTY, COLORADO El Paso County Combined Courts 270 S Tejon St, Colorado Springs, CO 80903</p> <hr/> <p>STATE OF COLORADO, <i>ex rel.</i> PHILIP J. WEISER, ATTORNEY GENERAL</p> <p>Plaintiff,</p> <p>v.</p> <p>ONE CONNECTION, d/b/a ONE CONNECTION LLC; MALENI MUNGUIA; a/k/a MALENI MUNGUIA-ZAMORA, and NOELY DIAZ, individuals</p> <p>Defendants.</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> <p>Case No. 2022CV30194</p> <p>Div.: 7</p>
<p>[PROPOSED] CONSENT JUDGMENT</p>	

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 One Connection, Maleni Munguia, and Noely Diaz (“Defendants”).

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 El Paso County 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:

Abigail M. Hinchcliff
First Assistant Attorney General
Consumer Fraud Unit
Colorado Department of Law
1300 Broadway, 7th Floor
Denver, CO 80203
abigail.hinchcliff@coag.gov

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

Ms. Maleni Munguia 1132 Scarlet Oak Drive Colorado Springs, CO 80906 malenimunguia@gmail.com	Ms. Noely Diaz 505 E. Brookside Street Colorado Springs, CO 80905 noleysd919@gmail.com
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1.18 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 harmed Colorado consumers by providing legal services—in particular, in the fields of immigration and family law—without a license and accepting customers' money without providing the promised services.

2.2 Munguia's and Diaz's unlicensed practice violates the Colorado Consumer Protection Act, which prohibits a person from offering services without

obtaining all required government licenses. C.R.S. § 6-1-105(1)(z). Nor may a person make false representations about their status to offer a service (including that the person can lawfully represent another in a legal matter) or fail to disclose the material information that they may not lawfully offer a service. *Id.* §§ 105(1)(e), (u)

2.3 The CCPA includes additional protections for immigration consumers. C.R.S. §§ 6-1-105(1)(x), 6-1-727. Unless specially authorized by the government, a non-attorney may not advise or assist another person in determining his or her immigration status or select legal documents affecting the right of another in an immigration matter. Neither Munguia nor Diaz are so authorized.

2.4 Munguia and Diaz have also violated the CCPA's prohibition on unfair and unconscionable conduct. Defendants have violated C.R.S. § 6-1-105(1)(kkk) by engaging in business practices that harm vulnerable communities, including those who are undocumented and do not speak English as a first language. Vulnerable consumers may be less able to protect themselves or enforce their own rights. Business practices that harm such consumers may be "immoral, unethical, oppressive, or unscrupulous" and therefore violate prohibitions on unfair or unconscionable conduct. *See Magney v. Lincoln Mut. Sav. Bank*, 659 P.2d 537, 545 (Wash. App. 1983); *see also Hall v. Walter*, 969 P.2d 224, 233 (Colo. 1998) ("Washington state has long served as a model for the development of consumer protection legislation.").

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:

3.2 Operating the business, One Connection, or any other business that offers legal services without a licensed attorney;

3.3 Assisting in any legal matter, including but not limited to the family law or immigration matters, unless under the supervision of a licensed attorney;

3.4 In addition, the Court requires, effective immediately, that:

3.5 Both Defendants refer any unrepresented individuals who seek Defendants help in legal matters, in any capacity, to a licensed attorney;

3.6 Defendant Munguia provide the Attorney General with her personal and business tax returns and a report of her business activity for herself and any businesses she operates for the years 2022 and 2023 no later than May 1 of each respective year. These reports and documents must be transmitted to:

Emily Lujan, Program Assistant
c/o Abigail M. Hinchcliff, First AAG
Consumer Fraud Unit
Colorado Department of Law
1300 Broadway, 7th Floor
Denver, Colorado 80203

MONETARY PROVISIONS

4.1 This Court orders Defendant Munguia to pay a total amount of \$70,000 in fines, penalties, restitution, damages and costs and fees. The Attorney General

agrees to suspend Defendant Munguia's payment of \$50,000 of this amount pending full compliance with all injunctive terms and full payment of the remaining \$20,000.

4.2 Defendant Munguia shall make an initial payment of \$5,000, to be paid on April 2, 2022, followed by a payment of \$3,000 on May 2, 2022, followed by monthly payments of \$2,000 to be paid on the second of each successive month until the total sum of \$20,000 is paid to the Attorney General.

4.3 Defendant Munguia shall send payment by check, made payable to the Colorado Department of Law with a reference to "One Connection." 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:

Emily Lujan, Program Assistant
c/o Abigail M. Hinchcliff, First AAG
Consumer Fraud Unit
Colorado Department of Law
1300 Broadway, 7th Floor
Denver, Colorado 80203

4.4 The above-described payments by Defendant Munguia 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 of One Connection, and for future consumer fraud or antitrust enforcement, consumer education, or public welfare purposes.

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.

ENFORCEMENT OF FINAL CONSENT JUDGMENT

6.1 In any action brought by the Attorney General to enforce this Final Consent Judgment, Defendants consent to personal and subject matter jurisdiction in the El Paso County 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 March, 2022.

BY THE COURT:

The Honorable David A. Gilbert
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. One Connection et al.*

On behalf of the Colorado Attorney General,

(Signature) _____ (Date) _____

ABIGAIL M. HINCHCLIFF, 47942
First Assistant Attorney General
Consumer Protection Section
Attorneys for Plaintiff

State of Colorado
County of Denver

Signed before me on March 9, 2022 by Abigail M. Hinchcliff.

Richard P. VanWie, Notary Public
Commission expires August 7, 2024

On behalf of Defendants,

(Signature) _____ (Date) _____

Maleni Munguia, on behalf of herself and One Connection.

(Signature) _____ (Date) _____

Noely Diaz, for herself.