

DISTRICT COURT, WELD COUNTY, COLORADO 901 9th Ave, Greeley, CO 80631	DATE FILED September 25, 2025 9:17 AM CASE NUMBER: 2025CV30931 ▲ COURT USE ONLY ▲
THE STATE OF COLORADO <i>EX REL.</i> PHILIP J. WEISER, ATTORNEY GENERAL, PLAINTIFF, v. US IMMIGRATION SERVICES; COLORADO GLOBAL SCHOOLS; and SHINETH GONZALES, an individual Defendants	
STIPULATED CONSENT JUDGMENT	

Plaintiff, Philip J. Weiser, Attorney General of Colorado, in his official law enforcement capacity (“Attorney General”), and Defendants US Immigration Services (USIS), Colorado Global Schools (CGS), and Shineth Gonzales (collectively “Defendants”) (together with the Attorney General, hereinafter referred to collectively as the “Parties,” and each a “Party”) jointly submit this Consent Judgment pursuant to Rule 58(a). This Consent Judgment resolves the dispute between the Parties and the Parties request that the Court adopt the Consent Judgment as an Order of the Court.

The Court, having been fully advised on the premises, FINDS,
CONCLUDES, AND ORDERS:

- A. That this Court has jurisdiction over the Parties and the subject matter of this action under the grounds alleged in the Complaint filed by the Attorney General for the State of Colorado.
- B. Venue in Weld County is proper pursuant to C.R.S. § 6-1-103; and
- C. That the Parties shall be subject to the following provisions:

1. INTRODUCTION

1.1 The Attorney General investigated Defendants for alleged violations of the Colorado Consumer Protection Act (“CCPA”).

1.2 The Attorney General filed a Complaint simultaneously with this Final Consent Judgment.

1.3 The Parties are entering into this Consent Judgment to compromise and resolve all Released Claims and to avoid the expense of further litigation, without a finding or admission of liability or fault.

2. DEFINITIONS

2.1 Unless otherwise stated in this Consent Judgment, all terms included herein shall have the same meaning as they do under the CCPA. If a term is undefined in this Consent Judgment and undefined in the CCPA, it shall have the same meaning it has under Colorado law.

2.2 Unless context otherwise requires, these terms shall have these meanings:

- a. “Covered Conduct” means the providing of Immigration Services and educational misrepresentations in Defendants’ business or occupation.

- b. “Effective Date” means the date on which the Court enters this Consent Judgment as an order.
- c. “Immigration Services” means:
 - i. typing, transcribing, preparing, selecting, drafting, or completing any document affecting the legal rights of another person in an immigration matter including but not limited to any matter involving forms created by U.S. Citizenship and Immigration Services;
 - ii. communicating with government agencies or officials on behalf of any other person in an immigration matter; or
 - iii. explaining, advising, or making recommendations, or counseling any individual on decisions to make in an immigration matter.
- d. “Released Parties” or “Released Party” means Shineth Gonzales, US Immigration Services, and Colorado Global Schools, and their owner(s), successors, assigns, and past and present directors, officers, employees, representatives, agents, principals, parents, subsidiaries, operating companies, predecessors, divisions or other internal organizational units of any kind.
- e. “Releasor” means the Attorney General.

3. GENERAL TERMS

2.3 Scope of Final Consent Judgment. This Final Consent Judgment is entered into pursuant to the CCPA, C.R.S. §§ 6-1-101 to 115.

2.4 Release of Claims. By execution of this Consent Judgment, the Attorney General agrees that this Consent Judgment constitutes a complete settlement and release of any and all claims based on, arising out of, or in any way related to the Covered Conduct prior to the Effective Date to the full extent of the Attorney General's power and authority to release Claims (the "Released Claims").

Notwithstanding any terms of this Consent Judgment, the following forms of liability are specifically reserved and excluded from the release contained herein:

- a. Any criminal liability that any person or entity, including a Released Party and those working in conjunction with a Released Party, has or may have to the State of Colorado or any governmental unit of the State of Colorado;
- b. Any civil or administrative liability that any person or entity, including a Released Party and those working in conjunction with a Released Party, has or may have to the State of Colorado or any governmental unit of the State of Colorado, under any statute, regulation, or rule not expressly released in this Consent Judgment, including:
 - i. State or Federal antitrust violations;

- ii. State or federal securities violations;
- iii. Federal, state, or local tax liability.
- iv. Enforcement of this Consent Judgment.

2.5 Preservation of Law Enforcement Action. Nothing herein precludes the Attorney General from enforcing the provisions of this Consent Judgment, or from pursuing any law enforcement action under the CCPA with respect to acts or practices of Defendants not covered by the Complaint in this Action and this Consent Judgment, or any acts or practices of Defendants conducted after the date of entry of this Consent Judgment, including those to ensure compliance with the Consent Judgment.

2.6 Compliance with and Application of State Law. Nothing in this Consent Judgment herein relieves Defendants of their duty to comply with any federal, state, or local law, regulation, ordinance, or rule. Nothing in this Consent Judgment constitutes authorization by the Attorney General to engage in acts or practices prohibited by such laws. This Consent Judgment is governed by the laws of the State of Colorado.

2.7 No Approval of Conduct. Nothing herein constitutes approval by the Attorney General of Defendants' conduct, or past or future business practices. Defendants shall not make any representation contrary to this paragraph.

2.8 Third-Party Claims. Nothing herein shall be construed as a waiver of any rights of third parties including, but not limited to, the rights of consumers to seek

restitution or other legal remedies through other actions or proceedings. This Consent Judgment is for the benefit of the Parties only and does not create or confer rights or remedies upon any other person, including rights as a third-party beneficiary. This Consent Judgment does not create a private right of action on the part of any person or entity, whether to enforce this Consent Judgment or otherwise, other than the Parties and their successors in interest.

2.9 Use of Settlement as Defense. Nothing herein shall prevent, or be interpreted to prevent, the Attorney General from taking enforcement action to address acts or conduct occurring after the date of entry of this Consent Judgment that the Attorney General believes to be in violation of the law. The fact that such acts or conduct were not expressly prohibited by this Consent Judgment shall not be a defense to any such enforcement action.

2.10 Use of Settlement in Business Activity. Under no circumstances shall this Consent Judgment, the name of the Attorney General, or the name of any employee of the Attorney General or his representatives be used by any Released Party as an endorsement of any past or present act or conduct of Defendants.

2.11 Retention of Jurisdiction. This Court retains jurisdiction over this matter for the purpose of enforcing this Consent Judgment. Any Party may apply to the Court at any time for further orders which may be necessary or appropriate for the construction, interpretation, modification, or execution of this Consent Judgment,

the enforcement of compliance with this Consent Judgment, and/or the punishment of violations of this Consent Judgment.

2.12 Contempt. The Parties understand and agree that violating any term of this Consent Judgment may give rise to all available remedies for contempt available to the Court including, but not limited to, those provided under C.R.S. § 6-1-112(1)(b). The Attorney General may be entitled to attorney's fees pursuant to C.R.S. § 6-1-113(4) if he is successful in proving a violation of this Consent Judgment is contempt.

2.13 Severability. If any provision(s) of this Consent Judgment is found to be invalid, illegal, unenforceable, or in conflict with the laws of any jurisdiction, the remaining terms remain valid, legal, and enforceable.

2.14 Successors in Interest. The terms and provisions of this Consent Judgment may be enforced by the current Colorado Attorney General and by any of the Colorado Attorney General's authorized agents or representatives, as well as by any of the Colorado Attorney General's successors in interest and any of his/her agents or representatives.

2.15 Execution of Consent Judgment. This Consent Judgment may be executed in counterparts. Electronic signatures shall have the same effect as original signatures so long as the electronic signature otherwise complies with C.R.S. § 24-71.3-101, *et. seq.*

2.16 Attorneys' Fees and Costs. Each Party shall bear its own attorneys' fees, costs, and expenses in connection with this matter and the Consent Judgment, except that the Attorney General may be entitled to attorney's fees pursuant to C.R.S. § 6-1-113(4) if he successfully enforces this Consent Judgment.

2.17 Amendment. This Consent Judgment may only be amended by written agreement signed by the Parties.

2.18 Acknowledgment. Defendants agree and acknowledge that they have thoroughly reviewed this Consent Judgment and have had the opportunity to confer with legal counsel of their choice regarding this Consent Judgment. Defendants understand and agree to the terms of this Consent Judgment and understand that it will be entered as an Order of the Court.

2.19 Representations and Warranties. Defendants represent they are financially solvent as of the Effective Date and have the present ability to comply with all of their obligations under this Consent Judgment. The Attorney General relies on these representations as a material inducement to resolve this matter and enter into this Consent Judgment.

2.20 Notice. Defendants are responsible for ensuring that any Released Party subject to the terms of this Consent Judgment receives sufficient notice of the Consent Judgment. Whenever Defendants are to provide notice or any other documents to the Attorney General under this 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, 9th Floor
Denver, CO 80203
conor.kruger@coag.gov
Attorney for Plaintiff

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

Shineth Cunanan Gonzales
4016 25th Ave
Evans, CO 80620
pastorshine@icloud.com
Defendant

4. INJUNCTIVE RELIEF

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

- 4.1.1 Operating the businesses USIS, CGS, or any other business that offers Immigration Services.
- 4.1.2 Performing any Immigration Services.
- 4.1.3 Advertising that that they can perform any Immigration Services.
- 4.1.4 Accepting or demanding payment or any remuneration for the performance of Immigration Services.

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

4.2 Defendant Gonzales will no longer use the title “Dr.” in the course of her business or vocation until she can provide proof of a degree that complies with the requirements of § 6-1-707. For the purposes of this section, “proof” means a copy of a diploma, transcripts, and the contact information for a staff member who can verify Defendant Gonzales’ enrollment.

4.3 Defendant Gonzales will refer any unrepresented individuals who seek Defendants’ help in legal matters, in any capacity, to a licensed attorney.

5. MONETARY JUDGMENT

5.1 Defendants shall pay to the Attorney General the sum of \$50,000. The Attorney General agrees to suspend Defendant Gonzales’s payment of \$38,000 of this amount pending full compliance with all injunctive terms and full payment of the remaining \$12,000.

5.2 Defendant Gonzales shall make an initial payment of \$250, to be paid on January 15, 2026, followed by monthly payments of \$250 to be paid on the fifteenth of each successive month until the total sum of \$12,000 is paid to the Attorney General.

5.3 Defendant Gonzales shall send payment by check, made payable to the Colorado Department of Law with a reference to “USIS.” 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
c/o Conor A. Kruger AAG
Consumer Fraud Unit
Colorado Department of Law
1300 Broadway, 9th Floor
Denver, Colorado 80203

5.4 Any payment the Defendants makes pursuant to this Consent Judgment to the Colorado Department of Law is 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 State's actual costs and attorneys' fees, the payment of restitution, if any, and for future consumer fraud or antitrust enforcement, consumer education, or public welfare purposes.

6. ENFORCEMENT

6.1 If the Attorney General has a reasonable basis to believe that Defendants have engaged in any conduct that may have violated the terms of this Consent Judgment, the Attorney General shall notify Defendants of the specific objection, and identify the provision of this Consent Judgment that the practice appears to violate. No later than 28 days after receiving the notice that the Attorney General sends pursuant to this paragraph, Defendants shall provide a written response to the notification that includes either:

- a. Defendants' explanation for why they are in compliance with the Consent Judgment; or
- b. a detailed explanation of how the alleged violation occurred and a statement explaining how Defendants intend to remedy the alleged

breach, an explanation of efforts undertaken to cure the potential violation, and a schedule for completing the efforts to cure.

Following receipt of Defendants' written response, either Party may request that the Parties confer regarding the alleged violation. If the Parties confer, they shall do so in good faith to reach a resolution about the alleged breach. If Defendants do not agree to a conferral requested by the Attorney General, or if the Parties confer in good faith but fail to reach a resolution, the Attorney General may seek legal recourse including enforcement the Consent Judgment.

6.2 The preceding paragraph does not apply to Defendants' obligations to make a monetary payment pursuant to this Consent Judgment. The Attorney General may enforce a failure to comply with the terms of paragraph 5.1 and 5.2 without notice to Defendants.

6.3 Nothing in this Section limits the Colorado Attorney General's Civil Investigative Demand or investigative subpoena authority, and Defendants reserve all of rights in responding to a Civil Investigative Demand or investigative subpoena issued pursuant to such authority.

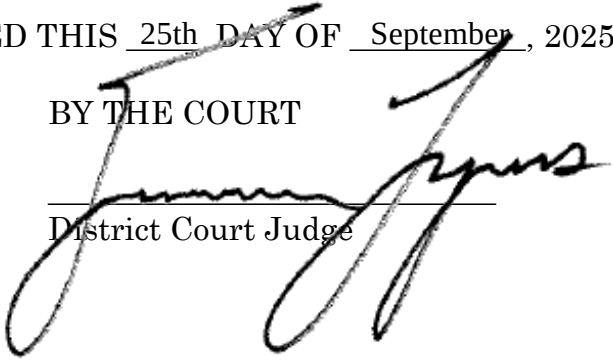
6.4 This Section 6 does not apply if the Attorney General determines, in his sole discretion, that the specific violation at issue threatens the health, safety, or welfare of the public.

6.5 In any action brought by the Attorney General to enforce this Consent Judgment, Defendants consent to the exercise of personal and subject matter

jurisdiction in the Weld 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.

SO ORDERED and SIGNED THIS 25th DAY OF September, 2025.

BY THE COURT



District Court Judge

Approved as to Form:

For the Attorney General:

(Signature) 

(Date) 9/23/25

Conor A. Kruger, 54111
Assistant Attorney General
Consumer Fraud Unit
Colorado Department of Law
1300 Broadway, 9th Floor
Denver, CO 80203
conor.kruger@coag.gov

12th September 2025

For the Defendants:

(Signature) 

(Date) 12/202

Shineth Gonzales, on behalf of herself, CGS, and USIS.