DISTRICT COURT, DENVER CITY AND COUNTY, COLORADO 1437 Bannock Street Denver, Colorado 80202	DATE FILED April 22, 2026 9:23 AM FILING ID: F2C95447D6973 CASE NUMBER: 2026CV31451
PHILIP J. WEISER, COLORADO ATTORNEY GENERAL, in his official capacity, Plaintiff, v. LINDSAY SALAS Defendant.	▲COURT USE ONLY▲ Case No.: Div.:
STIPULATED CONSENT JUDGMENT	

Plaintiff, Philip J. Weiser, Attorney General of Colorado, in his official law enforcement capacity ("Attorney General"), and Defendant Lindsay Salas ("Defendant") (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 in 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 the District Court for the City and County of Denver 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 began investigating Defendants in 2025 for alleged violations of the Colorado Consumer Protection Act ("CCPA"), C.R.S. §§ 6-1-101 to 115 and Colorado Charitable Solicitations Act ("CCSA"), C.R.S. §§ 6-16-101 to 114.

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.

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 or CCSA. If a term is undefined in this Consent Judgment and undefined in the CCPA or CCSA, 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 unlawful receipt of reimbursed tuition payments that occurred from approximately November 2023 through July 2024.

b. "Effective Date" means the date on which the Court enters this Consent Judgment as an order of the Court.

c. "Parties" or "Party" means the Colorado Attorney General ex. rel. Philip J. Weiser, and Lindsay Salas, collectively and individually, respectively.

d. "Releasor" means the Colorado Attorney General.

3. GENERAL TERMS

3.1 Scope of Final Consent Judgment. This Final Consent Judgment is entered into pursuant to the CCPA and CCSA.

3.2 Release of Claims. By execution of this Consent Judgment, the Attorney General agrees that this Consent Judgment constitutes a complete settlement and release of 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 term of this Consent Judgment, any and all of the following forms of liability are specifically reserved and not released under paragraph 3.2:

a. Any criminal liability that any person or entity, including Defendant, and those working in conjunction with her, 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, 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;

c. Any liability to the State of Colorado for any conduct other than the Covered Conduct;

d. Any liability for state or federal securities violations;

e. Any liability for state or federal tax violations (other than tax liability alleged or claims brought against any Released Party in this enforcement action);

f. Any liability for any state or federal antitrust violations;

g. Any liability stemming from enforcement of the terms of this Consent Judgment;

3.3 Preservation of Law Enforcement Action. Nothing herein precludes the Attorney General from enforcing the provisions of this Consent Judgment, including those provisions to ensure compliance, or from pursuing any law enforcement action under the CCPA or CCSA with respect to acts or practices of Defendant not covered by this Consent Judgment.

3.4 Compliance with and Application of State Law. Nothing in this Consent Judgment herein relieves Defendant of her 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.

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

3.6 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 only for the benefit of the Parties 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.

3.7 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.

3.8 Retention of Jurisdiction. This Court retains jurisdiction over this matter, and the Parties, 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.

3.9 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.

3.10 Successors in Interest. The terms and provisions of this Consent Judgment may be enforced by the current 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 and any of his/her/their agents or representatives.

3.11 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.*

3.12 Attorney's Fees and Costs. Each Party shall bear its own attorney's 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.

3.13 Amendment. This Consent Judgment may only be amended by written agreement signed by the Attorney General and Defendant.

3.14 Acknowledgment. Defendant agrees and acknowledges that she has thoroughly reviewed this Consent Judgment and has had opportunity to confer with legal counsel of her choice regarding this Consent Judgment. Defendant understands and agrees to the terms of this Consent Judgment and understands that it will be entered as an Order of the Court.

3.15 Representations and Warranties. Defendant represents that she is financially solvent as of the Effective Date and has the present ability to comply with all of her 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.

3.16 Integration. This Consent Judgment represents the entire agreement between the Parties, and there are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the Covered Conduct that are not fully expressed herein. In any action undertaken by the Parties, no prior versions of this Consent Judgment and no prior versions of its terms that were not entered as an Order of the court in this Consent Judgment may be introduced for any purpose whatsoever.

3.17 Notice. Whenever Defendant is to provide notice or any other documents to the Attorney General under this Consent Judgment, that requirement shall be satisfied by sending notice to:

Brady Grassmeyer
Senior Assistant Attorney General
Colorado Department of Law
1300 Broadway, 9th Floor
Denver, CO 80203
Brady.Grassmeyer@coag.gov

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

Charles W. Elliott
The Law Office of Charles W. Elliott
1600 Stout Street. Suite 920
Denver CO 80202
(303) 623-2013

4. PERMANENT INJUNCTION

4.1 Effective immediately, and for five years from the Effective Date, Defendant may not:

a. Act as a paid solicitor, as that term is defined in section §6-16-103(7), C.R.S., in the State of Colorado and on behalf of any charitable organization;

b. physically handle any contributions that are received by any charitable organization;

c. act as the sole supervisor over employees or independent contractors that make charitable solicitations on behalf of any charitable organization;

d. have the primary responsibility over the finances of a charitable organization. For the avoidance of doubt, Defendant does not violate this consent judgment if her employment involves incidental activities related to the finances of a charitable organization, but her work related to the finances of a charitable organization must be overseen by an employee or representative of that charitable organization;

e. have signatory permissions on any bank account that holds funds belonging to a charitable organization;

f. be able to withdraw and/or spend money from any bank account that holds funds belonging to a charitable organization without the approval of another employee or representative of the charitable organization.

5. MONETARY JUDGMENT

5.1 Defendant shall pay the Attorney General $125,000.

5.2 Defendant shall send each payment by check, made payable to "The Colorado Department of Law" with a reference to "Lindsay Salas Settlement." The payment check(s) shall be delivered via either FedEx, UPS, or USPS, so long as the delivery may be tracked. The mailer containing the payment check(s) shall be addressed to: Miriam Burnett, Colorado Department of Law 1300 Broadway, 10th Floor, Denver, CO 80203.

5.3 Defendant's obligation outlined in paragraph 5.1 of this Consent Judgment shall be suspended, so long as Defendant complies with the following:

a. Defendant pays to the Attorney General a total of $66,000 on the following schedule:

   i. $30,000 no later than seven days after the Effective Date;

   ii. $6,000 no later than May 1, 2027;

   iii. $6,000 no later than May 1, 2028;

   iv. $6,000 no later than May 1, 2029;

   v. $6,000 no later than May 1, 2030;

   vi. $6,000 no later than May 1, 2031; and

   vii. $6,000 no later than May 1, 2032.

b. Defendant must comply with the injunctive terms in paragraph 4.1 of this consent judgment continuously from the Effective Date to the fifth anniversary of the Effective Date.

5.4 Any payment Defendant 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 attorney's fees, the payment of restitution, if any, and for future consumer fraud or antitrust enforcement, consumer education, or public welfare purposes.

5.5 Defendant may prepay any of the amounts listed in paragraphs 5.3(a)(ii) – (vii) of this Consent Judgment without any penalty, however Defendant will not receive any discount for prepaying the amount due.

6. ENFORCEMENT

6.1 If the Attorney General has a reasonable basis to believe that Defendant has engaged in any conduct that may have violated the terms of this Consent Judgment, the Attorney General shall notify Defendant of the specific objection, and identify with particularity the provision of this Consent Judgment that the practice appears to violate. No later than 14 days after receiving the notice the Attorney General sends pursuant to this paragraph, Defendant shall provide a written response to the notification that includes either:

a. Defendant's explanation for why she is in compliance with the Consent Judgment; or

b. a detailed explanation of how the alleged violation occurred and a statement explaining how Defendant intends 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 Defendant's written response, Defendant 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 Defendant does not request a referral, or after the Parties conferred in good faith and failed to reach a

resolution, the Attorney General may pursue any legal remedy to enforce the Consent Judgment.

6.2 The preceding paragraph does not apply to Defendant's obligations to make a monetary payment pursuant to this Consent Judgment.

6.3 Nothing in this Section limits the Colorado Attorney General's Civil Investigative Demand or investigative subpoena authority, and Defendant reserves all 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 practice threatens the health, safety, or welfare of the public.

6.5 In any action brought by the Attorney General to enforce this Consent Judgment, Defendant consents to the exercise of personal and subject matter jurisdiction in the Denver County District Court. Defendant further consents to domestication of any judgment related to violations of this Consent Judgment in any State Court within the United States

6.6 Nothing in this Section 6, prevents the Attorney General from pursuing all available remedies allowed by law including, but not limited to, those remedies allowed by C.R.S. § 6-1-112(1)(b) and/or a judgment of contempt, for any violation of this Consent Judgment. 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.

SO ORDERED and SIGNED THIS _____ DAY OF _____, ____.

BY THE COURT

_____
District Court Judge

Approved as to Form:

For the Attorney General:

Brady J. Grassmeyer
Senior Assistant Attorney General
Conor A. Kruger
Elizabeth Orem
Assistant Attorneys General
Colorado Department of Law

For the Defendant:

Lindsay Salas

Charles W. Elliott
The Law Office of Charles W. Elliott