

<p>DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO 1437 Bannock Street Denver, CO 80202</p> <hr/> <p>STATE OF COLORADO, ex rel. JOHN W. SUTHERS, ATTORNEY GENERAL</p> <p>Plaintiff,</p> <p>v.</p> <p>SEABREEZE AIR, LLC, SEABREEZE AIR, QUALITY AIR, QUALITY AIR "LLC," FRESH AIR, LLC</p> <p>and ANDRE SHATYKO and ALEXANDER KURDYUKOV Defendants</p>	<p>DATE FILED: November 18, 2013 3:51 PM CASE NUMBER: 2013CV35020</p> <p style="text-align: center;">▲ COURT USE ONLY ▲</p>
	<p>Case No. 13CV35020 Ctrm: 280</p>
<p>TEMPORARY RESTRAINING ORDER</p>	

The Court, having reviewed the Complaint, Plaintiff's *Ex Parte* Motion for Temporary Restraining Order, Preliminary Injunction, and Asset Freeze, and having considered argument of counsel and evidence presented at the hearing, and otherwise being fully advised in the premises,

FINDS and CONCLUDES that a Temporary Restraining Order should be entered for the following reasons:

1. This Court has jurisdiction in the matter presented herein by virtue of Colo. Rev. Stat. § 6-1-110(1) (2013) and Rule 65, C.R.C.P.

2. This Court is expressly authorized to issue a Temporary Restraining Order to enjoin ongoing violations of the Colorado Consumer Protection Act (“CCPA”) by Colo. Rev. Stat. § 6-1-110(1):

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.

Colo. Rev. Stat. § 6-1-110(1).

3. Under Rule 65(b), it clearly appears from specific facts shown by affidavit or by testimony that immediate and irreparable injury, loss, or damage will result before the adverse parties or their attorneys can be heard in opposition.

4. Plaintiffs have shown from specific facts by affidavit and by testimony that Defendants’ deceptive practices are injurious to the public and that 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). Immediate and irreparable injury to additional consumers will occur without a temporary restraining order because Defendants will continue to make false and misleading statements about their prices and the quality of their services, and Defendants will continue to do work that is incomplete, of poor quality, and may damage consumers’ homes or fail to mitigate health hazards that prompted consumers’ to engage Defendants’ services. As set forth in the Complaint and the affidavits accompanying Plaintiff’s

Motion, many consumers have suffered financial loss and inconvenience as a result of Defendants' deceptive business practices.

5. C.R.C.P. 65(b) allows the entry of a temporary restraining order without written or oral notice to Defendants if it clearly appears from the facts shown by affidavit that immediate and irreparable injury, loss or damage will result from giving said notice. In view of the continuing and serious harm to consumers as outlined in the evidence and affidavits submitted by Plaintiff, the entry of a temporary restraining order without notice to Defendants is necessary and appropriate.

6. Pursuant to C.R.C.P. Rule 65(c), Plaintiff 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 and their officers, directors, agents, servants, employees, independent contractors and any other persons in active concert or participation with Defendants who receive actual notice of the Court's order are enjoined from:

1. Soliciting, advertising or providing air duct cleaning services;
2. Accepting payment from any consumer in connection with air duct cleaning services;
3. Accepting payment for air duct cleaning services from any entity that offers prepayment for services, including but not limited to Groupon and Living Social;

B. Defendants and their officers, directors, agents, servants, employees, independent contractors and any other persons in active concert or participation with Defendants who receive actual notice of the Court's order are required to:

1. Deactivate within forty-eight (48) hours of the Order all Internet sites, domain names, URL addresses, registrations, and any other forms or materials that advertise, market or solicit any business relating to air duct cleaning;
2. Provide a status report and certification to the Court within five calendar days of the entry of the Order that Defendants have complied with the foregoing (1).

C. In view of Defendants' fraudulent and deceptive practices perpetrated in and outside Colorado, it is necessary and appropriate for the Court to freeze any bank accounts of Defendants into which consumer funds have been deposited or transferred. Thus, it is necessary and appropriate that Defendants and their officers, directors, agents, servants, employees, independent contractors and any other persons in active concert or participation with Defendants who receive actual notice of the Court's order, are enjoined from:

1. Withdrawing, transferring or otherwise encumbering any funds from any account, including but not limited to those accounts in Defendants' names, at any financial institution into which Defendants or their officers, directors, agents, servants, employees, independent contractors or any other persons in active concert or participation with Defendants deposited or transferred money received from consumers as a result of Defendants' business practices;
2. Negotiating any checks, money orders, wire transfers, drafts, or other negotiable instruments received by Defendants or their officers, directors, agents, servants, employees, independent contractors or any other persons in active concert or participation with Defendants as a result of Defendants' business practices;
3. Depositing or processing any credit card and debit card receipts obtained by Defendants or their officers, directors, agents, servants, employees, independent contractors or any other persons in active concert or participation with Defendants as a result of Defendants' business practices, and using any financial transaction device, such as a debit or credit card number, obtained from any consumer; and
4. Spending, transferring, giving away, or in any way disposing of any monies received by Defendants or their officers, directors, agents, servants, employees, independent contractors or any other persons in active concert or participation with Defendants as a result of Defendants' business practices.

D. The above provisions above apply to, but are not limited to, Wells Fargo Account No. 7321080652.

ENTERED this 18th day of November, 2013, at 3:36 p.m. Mountain Standard Time.

In accordance with Rule 65(b) of the Colorado Rules of Civil Procedure, this Order expires by its terms within such time after entry not to exceed fourteen calendar days, as the Court fixes, unless within the time so fixed, the order, for good cause shown, is extended for a like period or unless the party against whom the order is directed consents that it may be extended for a longer period.

Subject to the foregoing and unless otherwise directed by the Court, this Order shall expire on December 2, 2013 at 3:36 p.m. Mountain Standard Time.

BY THE COURT:

A handwritten signature in black ink, appearing to read "J. Eric Elliff". The signature is written in a cursive style with a large initial "J" and "E".

J. Eric Elliff
District Court Judge