

DISTRICT COURT, DENVER CITY AND COUNTY, COLORADO 1437 Bannock Street Denver, Colorado 80202		DATE FILED: February 25, 2015 5:07 PM FILING ID: D8F823F1E9F82 CASE NUMBER: 2015CV30672
STATE OF COLORADO, ex rel. CYNTHIA H. COFFMAN, ATTORNEY GENERAL, Plaintiffs, v. SUBSCRIBER SERVICES, INC., a Colorado corporation; DAVID KEOWN, individually and MARSHA NESS, individually. Defendants.	▲ COURT USE ONLY ▲	
Attorneys for Plaintiff: CYNTHIA H. COFFMAN Attorney General JAY B. SIMONSON, 24077* First Assistant Attorney General MARK T. BAILEY, *36861 SARAH P. JACKSON, *45212 Assistant Attorneys General 1300 Broadway, 7 th Floor Denver, CO 80203 (720)508-6209 (720)508-6040 Fax *Counsel of Record	Case No.: Div.:	
COMPLAINT		

Plaintiff, the State of Colorado, upon relation of Cynthia H. Coffman, Attorney General for the State of Colorado, by and through undersigned counsel, states and alleges against Defendants Subscriber Services, Inc., David Keown and Marsha Ness, as follows.

INTRODUCTION

1. This is an action brought by the State of Colorado pursuant to the Colorado Consumer Protection Act, §§ 6-1-101 *et seq.*, C.R.S. (2015) (“CCPA”), to enjoin and restrain Defendants from engaging in certain unlawful deceptive trade practices, for statutorily mandated civil penalties, and for disgorgement, restitution, and other relief as provided in the CCPA.

2. Defendants' telemarketing operation is designed to deceive consumers into believing that they will receive a \$250 voucher and three free magazines if they purchase just one magazine at a reduced price. In reality, no consumer receives a \$250 voucher and the magazine prices are not reduced but rather exorbitantly expensive – costing \$1,300 for four multi-year magazine subscriptions. Beginning as early as the day of the original phone call, Defendants refuse to cancel consumers' orders and aggressively collect from consumers.

PARTIES

3. Cynthia H. Coffman is the duly elected Attorney General of the State of Colorado and is authorized under C.R.S. § 6-1-103 to enforce the provisions of the CCPA.

4. Defendant Subscriber Services, Inc. ("Subscriber Services") is a Colorado corporation that began doing business in Colorado on or around May 15, 1995. Subscriber Services' principal place of business and telemarketing call center is located at 6660 Wadsworth Blvd., Arvada, CO 80003.

5. Defendant David Keown is the sole owner of Subscriber Services and controls its business operations. Mr. Keown's address is 10324 Dillon Road, Broomfield, Colorado, 80020.

6. Defendant Marsha Ness is Subscriber Service's Office Manager. Ms. Ness's address is 7716 Everett Street, Arvada, Colorado 80005.

JURISDICTION AND VENUE

7. Pursuant to C.R.S. §§ 6-1-103 and 6-1-110, this Court has jurisdiction to enter appropriate orders prior to and following an ultimate determination of liability.

8. The violations alleged herein occurred, in part, in Denver County, Colorado. Therefore, venue is proper in Denver County pursuant to C.R.S. § 6-1-103 and Colo. R. Civ. P. 98 (2015).

RELEVANT TIMES

9. The conduct that gives rise to the claims for relief contained in this Complaint has been ongoing daily since at least December 2010 and continues through the present day.

10. This action is timely brought pursuant to C.R.S. § 6-1-115 in that it is brought within three years of the date on which the last in a series of false, misleading, and deceptive acts or practices occurred and/or were discovered.

PUBLIC INTEREST

11. Through the unlawful practices of their business or occupation, Defendants have deceived, misled, and financially injured tens of thousands of consumers across the United States, including in Colorado. Further, Defendants have taken market share from their competitors who do not engage in deceptive trade practices. Therefore, these legal proceedings are in the public interest and are necessary to safeguard citizens from Defendants' unlawful business activities.

PERSONAL LIABILITY

12. This action is brought against corporate Defendant Subscriber Services. This action is also brought against Defendants David Keown and Marsha Ness, individually. At all relevant times, Keown and Ness conceived of, directed, participated in, and controlled the deceptive business practices alleged herein, and are personally liable for all such deceptive trade practices. Keown developed all of Defendants' business practices, including their scripts. Ness ensures those business practices are followed on a day-to-day basis. Defendants employ managers for each of their departments, *i.e.*, sales, customer service, and collections. These managers report directly to Keown and Ness.

ACTS OF AGENTS

13. Whenever reference is made in this Complaint to any act or practice of Defendants, such allegation shall be deemed to mean that the principals, owners, employees, independent contractors, agents, and representatives of such Defendants performed, directed, or authorized such act or practice on behalf of said Defendants, while actively engaged in the scope of their duties.

GENERAL ALLEGATIONS

14. Defendants have generated more than 800 consumer complaints to the Better Business Bureau since April 2009. At least 36 state attorneys general have contacted Defendants after receiving consumer complaints about Defendants' business practices.

15. Many of Defendants' consumer victims are elderly or otherwise particularly vulnerable to Defendants' deceptive practices.

I. Defendants Deceive Consumers into a \$1,300 Magazine Package

A. Background

16. Defendants sell magazine subscriptions over the telephone.

17. Defendants offer a 60-month “service” under which consumers receive four magazine subscriptions. One or more of the four subscriptions runs for five years; some of the subscriptions run for a shorter period of time. Subject to Defendants’ conditions and limitations, Defendants allow consumers to replace certain magazines with others during the course of the 60-month service.

18. Defendants charge \$1,297.20 for this service, payable in twenty monthly payments of \$64.86. However, Defendants’ telemarketers are authorized to offer other packages for as low as \$778.32 and to offer monthly payments as low as \$43.24.

19. Defendants’ telemarketers receive bonuses based on the number of sales they obtain and the total value of their orders.

B. Defendants Entice Consumers to Call Their Call Center With the Promise of a \$250 “Reward”

20. Defendants purchase lists of consumers, or “lead lists,” from a variety of sources, including companies who offer entries into sweepstakes and drawings.

21. Defendants send consumers post cards and text messages that purport to inform them of a “reward.” One such post card reads:

Dear [Consumer],
We are trying to reach you about your UNCLAIMED
Reward!
We are holding a reward of \$250 in gift savings good
at Wal-mart or Best Buy in your name.

Exhibit A. The return address on the post card does not identify Subscriber Services and instead refers to the company as “Redemption Center.” *Id.*

22. Representative versions of Defendants’ text messages state:

- “We’ve been trying to reach you about your \$250 Walmart Gift Voucher,” and

- “Call 1-877-432-4069 now to claim your \$250 Target Gift Voucher.”

C. Defendants’ Telemarketers Lead Consumers to Believe They Will Receive \$250 and Three Free Magazine Subscriptions if They Order One Subscription

23. When a consumer calls Defendants’ call center to claim her “reward,” one of Defendants’ telemarketers answers, identifies the company as “Redemption Center,” and begins reading from Defendants’ sales script.

24. The sales script is designed to convince consumers that they will receive \$250 and three free magazines if they order just one magazine at a reduced rate. *See Exhibit B.*

25. The sales script begins, “For participating in our promotion, your \$250 gift voucher is good at participating restaurants and retails stores including Wal-Mart, Target, Red Lobster, Olive Garden plus select gas stations. So congratulations.” **Exhibit B** at SS_SS024936.

26. The sales script then says, “you have already been selected to receive three of your favorite monthly magazines, at absolutely no charge!” **Exhibit B** at SS_SS024936.

27. Next, the script says:

along with [the three monthly magazines] we’ll also send out [a weekly magazine] and that is the only one we ask your help on at our *low* introductory rate of *just* \$4.99 a week. We guarantee this promotion for the next 60 months, and so far everyone I’ve talked to has said YES. Because you really can’t beat getting 3 magazines free plus a \$250 voucher just for taking 1 at a reduced rate.

Exhibit B at SS_SS024936 (emphasis in original).

28. The telemarketer then takes the consumer’s credit card number. **Exhibit B** at SS_SS024936. After taking the consumer’s credit card number, the script reads, “We don’t ask you to send in \$4.99 each week. That would certainly drive you and our bookkeeper crazy. So what we do is break your total into 20 payments of \$64.86.” *Id.* at SS_SS024937 (emphasis in original). The script does not disclose the total price of Defendants’ service, and Defendants’ telemarketers do not provide this information when consumers ask for it.

29. Later in the script, there is a “quiz” where consumers are supposed to be asked to repeat the payment plan. **Exhibit B** at SS_SS024936. Audio

recordings of Defendants' sales calls show that Defendants' telemarketers frequently skip the "quiz" and/or continue with the sale when it is clear that the consumer does not understand how much he or she will be paying.

30. The telemarketer processes the consumer's first payment from the consumer's bank or credit card account before the conclusion of the sales call. *See Exhibit B* at SS_SS024937.

31. Within twenty-four hours of the sales call, one of Defendants' "verifiers" places a second call to the consumer to "verify" the order, using Defendants' verification script.

32. The verification script distracts the consumer with a number of irrelevant questions before setting out the payment terms for the magazine order. **Exhibit C**. The payment terms are deliberately couched between other numbers in a long, confusing sentence. *Id.* at SS_SS024938. The total price is not disclosed. *See id.*

33. Defendants record the verification call. When consumers subsequently seek to cancel their order, Defendants play selective portions the recording for consumers and tell them it is a verbal "contract" that obligates the consumer to complete Defendants' payment plan.

34. Consumers sometimes decide during the course of the verification that they no longer want Defendants' service. The verification script tells the consumer that "we have already committed the order for the full terms of service." **Exhibit C** at SS_SS024939. As described below, this is not true. Defendants instruct their "verifiers" to refuse the consumer's first three requests to cancel and to falsely claim that defendants have already paid for the consumers' magazines.

II. Defendants' Sales and Collections Processes Are Predicated on False and Misleading Representations

A. No Consumers Receive a \$250 Gift Voucher

35. Defendants' post cards, text messages, and telemarketing scripts falsely represent the nature of the "\$250 gift voucher" and conceal key facts about how the "voucher" works.

36. Defendants have never sent any consumer a \$250 gift voucher. Instead, Defendants provide the *possibility* of receiving ten \$25 rebate checks – if the consumer spends \$1,000 in non-grocery items in increments of at least \$100 in ten consecutive months at the same store.

37. Along with spending \$100 for ten consecutive months in non-grocery items at the same store, the consumer must also comply with a number of complicated and onerous terms and conditions that have no purpose other than to confuse consumers and prevent them from realizing the benefits of the rebate program.

38. The first thing consumers receive from Defendants is a double-sided piece of paper that Defendants call a “Reward Voucher.” **Exhibit D**. Although Defendants have printed the word “Reward Voucher” on this piece of paper, it is not a voucher. It cannot be exchanged for money, products, a discount, or anything of value.

39. The “Reward Voucher” bears the logos of several major retailers, restaurants, and gas stations, but Defendants have no business relationship with any of these merchants. *See* **Exhibit D** at SS_SS022254.

40. Contrary to Defendants’ representations, The “Reward Voucher” is not a “Walmart Gift Voucher,” a “Target Gift Voucher,” or “good at participating restaurants and retail stores including Wal-Mart, Target, Red Lobster” *See* **Exhibit B** at SS_SS024936. In fact, no store, restaurant, or gas station “participates” in Defendants’ promotion. And neither the “Reward Voucher” nor any subsequent document received from Defendants can be used “at” any store. *See id.*

41. The reverse side of the document Defendants call a “Reward Voucher” says that it is in fact an “offer” and lists sixteen terms and conditions in extremely small print. It states, “Rebate is only redeemable when all requirements as stated herein have been met.” **Exhibit D** at SS_SS022254.

42. The first step consumers must take is to “send the following: your completed registration form, a self addressed stamped envelope and a copy of your valid driver license by Certified* U.S. Mail” to Defendants. (The asterisk refers to a footnote that reads, “Certified registration is required to start this rebate process.”) **Exhibit D** at SS_SS022253.

43. If the consumer follows these steps, the consumer receives Defendants’ “Merchant Selection Form.” If the consumer completes the required steps in this form, the consumer receives a letter from Defendants that explains that “Reward Redemption Center is a monthly rebate Reward program, with a \$25 company check available to you each month you send in qualified receipts and vouchers on or before the appropriate date.” **Exhibit E** at SS_SS022256. Along with the letter, Defendants send consumers ten “Redemption Vouchers,” each of which contains the name of the pre-selected merchant and the month it can be used (the ten months immediately following receipt of the vouchers). *Id.* at SS_SS022258-59.

44. The letter restates the terms and conditions set forth in the first mailing, adds additional terms and conditions, and repeats that the “[r]ebate is *only redeemable when all requirements as stated herein have been met and the Terms and Conditions on the back of your Reward Voucher have been followed.*” **Exhibit E** at SS_SS022256 (emphasis in original).

45. The voluminous terms and conditions include “[a]ll purchases must be made using a major credit card,” “[W]e do not accept receipts for groceries, gift cards, credit card payments, cash back, phone minutes, money grams, cigarettes, money orders, alcohol, or prescriptions,” and “[a]ny ‘food’ or ‘beverage’ items are considered ‘groceries’ and will NOT count towards your \$100 monthly total.” **Exhibit E** at SS_SS022256-57 (emphasis in original).

46. Defendants’ internal documents direct their employees to take a “minimum of 30 days for each step of the voucher redemption process.” **Exhibit F**.

47. Defendants do not disclose the true nature of their “\$250 gift voucher” until after the consumers have placed their non-cancelable magazine order and after Defendants have collected at least one \$64.86 payment.

48. Defendants’ records show that their onerous terms and conditions make it nearly impossible for consumers to receive any benefit from the “voucher.”

49. From early to mid-2012 through September 5, 2014, Defendants secured magazine orders from 35,692 consumers using the “\$250 gift voucher” offer. Of these, just 18, or .05%, received \$250 in rebate checks from Defendants.

50. Of the 35,692 consumers, just 268, or .75%, received any payment at all from Defendants.

B. Defendants Mislead Consumers About The Price of Their “Service.”

51. Defendants also mislead consumers about the price they will pay and what they will receive for that price.

52. Defendants tell consumers they will only be paying for one magazine, at a rate of \$4.99 per week, and that they “have already been selected” to receive the other three magazines “at absolutely no charge!” See **Exhibit B** at SS_SS024936. Defendants’ sales script does not inform consumers that they will be paying for five years of magazines. See **Exhibit B**. And Defendants do not disclose

the total price because they know that no consumer would think that a single magazine subscription would cost \$1,300. *See id.*

53. Defendants tell the consumer that he will only be paying for one magazine because this leads the consumer to believe that Defendants' service will be inexpensive. Defendants' internal documents and policies, the "confirmation letter" they send to consumers, and their collections scripts make clear that the customer is not just paying for one magazine. Instead, the consumer is paying for all of the magazines, as well as the "service" that Defendants offer.

54. The sales script falsely says that the price for the single magazine is "reduced." *See Exhibit B* at SS_SS024936. Defendants can point to no subscription rate from which their rate has been reduced. In fact, a consumer could order magazines directly from the publisher for a fraction of price that Defendants charge.

C. Defendants Make Other Misrepresentations and Use Other Tactics to Deceive Consumers

55. Defendants equip their telemarketers with "rebuttals" to questions consumers frequently ask. The rebuttals are an exercise in evasion and misrepresentation, and are designed to reinforce the false impression that consumers will receive \$250 for ordering a single magazine subscription at a reduced price.

56. Defendants' telemarketers know full well that they are employing deceptive scripts, and they frequently use Defendants' deceptive scripts and rebuttals as a springboard for other false statements. The telemarketers also refuse to directly answer consumers' questions, claiming, for example, that they don't have a calculator in front of them when the consumer asks for the total price.

57. A good portion of Defendants' employees come from halfway houses or are on probation. Continued employment is often a condition of these programs, and Defendants terminate employees who fail to make enough sales. This added pressure on Defendants' employees increases the likelihood of misrepresentations beyond those that are found in Defendants' scripts.

58. Defendants' sales script says, "We guarantee this promotion for the next 60 months." *Exhibit B* at SS_SS024936. However, Defendants do not disclose the nature and extent of the guarantee, certain material conditions or limitations in the guarantee, or the manner in which Defendants will perform.

59. For example, Defendants do not disclose that they will not provide the three “free” magazines if the consumer becomes delinquent under Defendants’ payment plan. Further, the “guarantee” does not disclose the myriad terms and conditions that accompany the “\$250 gift voucher.” Nor do Defendants disclose limitations and conditions associated with their offer to “change one or all of your publications . . . throughout your service at no charge.” See **Exhibit B** at SS_SS024936-37.

60. If a consumer declines the original “\$250 gift voucher” offer, Defendants attempt to sell other services along with a \$100 gift voucher. The “\$100 gift voucher” works in the same way as the “\$250 gift voucher,” and Defendants market it in the same false and misleading manner.

61. Defendants have also offered consumers a “quartz diamond watch.” Defendants lead consumers to believe that receiving the watch justifies paying Defendants’ high prices for magazines, but Defendants’ cost for the watch is no more, and probably less, than \$6.50 per watch.

62. Defendants have been using the “\$250 gift voucher” script (**Exhibit B**) for approximately two to three years. Prior to this, Defendants used the \$100 gift voucher” as their primary offer in connection with magazine sales. This practice was ongoing as of December 2010. On information and belief, in their “\$100 gift voucher promotion,” Defendants engaged in the same deceptive trade practices described herein with regard to the \$250 gift voucher.

63. Further deceptive practices are described in the State’s Motion for Temporary Restraining Order and Preliminary Injunction, which is filed contemporaneously herewith and incorporated herein by reference.

III. Defendants Aggressively Collect and Refuse to Cancel

64. Many consumers try to cancel after receiving their confirmation letter and learning the truth about the “\$250 voucher.” Other consumers seek to cancel after noticing unexpected charges on their credit card and bank account statements. Defendants instruct their customer service and collections employees to refuse to cancel orders.

65. Armed with the recorded “verification,” Defendants’ customer service and collections employees tell consumers that they are contractually bound to pay Defendants \$1,300. Defendants give these employees wide latitude to lower prices, adjust the length of service, and collect large one-time payments to “close out” the consumers’ accounts. Defendants give bonuses to these employees based on the total amount they collect from consumers on a weekly basis.

66. As noted above, at the verification stage, Defendants claim that they have already paid for the consumer's magazines. Defendants continue to falsely claim that "we prepay the services" in denying cancellation requests for months after the original order. Defendants do not prepay for the entire order for consumers. Instead, their practice is to fulfill the five-year order on an annual basis.

67. Once a consumer contacts a third party such as the Better Business Bureau or a State Attorney General, Defendants treat consumers far more fairly, issuing cancellations and sometimes refunds.

IV. Defendants Place Deceptive Renewal Calls

68. As early as seven months into the sixty month "service," Defendants begin placing calls to "renew" consumers. Their goal is to sign up consumers for another 60-month "service" for an additional \$1,300. The renewal script is attached hereto as **Exhibit G**.

69. When they secure a renewal order, Defendants are poised to collect as much as \$2,600 from the consumer. And when the renewal occurs on the seventh month of service, the consumers, many of them elderly, will receive magazines for the next 113 months.

70. Defendants' renewal script leads the consumer to believe that he is receiving a "bonus" for "the fine way you've handled your account with us." **Exhibit G** at SS_SS024932.

71. The renewal script describes the price plan in a confusing and misleading manner that is similar to that found in the sales script.

72. The renewal script repeats the \$4.99 weekly rate and twenty-month payment plan, but the script misleads consumers into believing that Defendants are simply describing the consumer's current payment plan, when in fact Defendants are signing the consumer up for a brand new "contract."

73. The renewal script also falsely states that the \$4.99 per week covers Defendants' cost to "process [the magazines], you know wrap them[,] insert the coupons and actually get them out there to you." **Exhibit G** at SS_SS024932. Defendants do none of these things.

FIRST CLAIM FOR RELIEF

(Knowingly makes a false representation as to the characteristics, ingredients, uses, benefits, alterations, or quantities of goods, food, services, or property or a false representation as to the sponsorship, approval, status, affiliation, or connection of a

person therewith in violation of C.R.S. § 6-1-105(1)(e))

74. Plaintiff incorporates herein by reference all allegations preceding and following this paragraph.

75. Through the conduct described in this Complaint and in the course of their business, vocation, or occupation, Defendants have knowingly made false representations as to the characteristics, uses, and benefits of services and property.

76. By means of the above-described conduct, Defendants have deceived, misled, and unlawfully acquired money from consumers from Colorado and other States.

SECOND CLAIM FOR RELIEF

(Advertises goods, services, or property with intent not to sell them as advertised in violation of C.R.S. § 6-1-105(1)(i))

77. Plaintiff incorporates herein by reference all allegations preceding and following this paragraph.

78. Through the conduct described in this Complaint and in the course of their business, vocation, or occupation, Defendants have advertised goods, services, and property with intent not to sell them as advertised.

79. By means of the above-described conduct, Defendants have deceived, misled, and unlawfully acquired money from consumers from Colorado and other States.

THIRD CLAIM FOR RELIEF

(Makes false or misleading statements of fact concerning the price of goods, services, or property or the reasons for, existence of, or amounts of price reductions in violation of C.R.S. § 6-1-105(1)(l))

80. Plaintiff incorporates herein by reference all allegations preceding and following this paragraph.

81. Through the conduct described in this Complaint and in the course of their business, vocation, or occupation, Defendants have made false and misleading statements of fact concerning the prices of goods, services, and property and the reasons for, existence of, and amounts of price reductions.

82. By means of the above-described conduct, Defendants have deceived, misled, and unlawfully acquired money from consumers from Colorado and other States.

FOURTH CLAIM FOR RELIEF

(Employs "bait and switch" advertising, which is advertising accompanied by an effort to sell goods, services, or property other than those advertised or on terms other than those advertised and which is also accompanied by one or more [specified practices] in violation of C.R.S. § 6-1-105(n)(III) and (V))

83. Plaintiff incorporates herein by reference all allegations preceding and following this paragraph.

84. Through the conduct described in this Complaint and in the course of their business, vocation, or occupation, Defendants have advertised with an effort to sell goods, services, and property other than those advertised and on terms other than those advertised.

85. Such conduct by Defendants was accompanied by requiring tie-in sales or other undisclosed conditions to be met prior to selling the advertised goods, property, or services and showing or demonstrating defective goods, property, or services which are unusable or impractical for the purposes set forth in the advertisement.

86. By means of the above-described conduct, Defendants have deceived, misled, and unlawfully acquired money from consumers from Colorado and other States.

FIFTH CLAIM FOR RELIEF

(Advertises or otherwise represents that goods or services are guaranteed without clearly and conspicuously disclosing the nature and extent of the guarantee, any material conditions or limitations in the guarantee which are imposed by the guarantor, the manner in which the guarantor will perform, and the identity of such guarantor in violation of C.R.S. § 6-1-105(r))

87. Plaintiff incorporates herein by reference all allegations preceding and following this paragraph.

88. Through the conduct described in this Complaint and in the course of their business, vocation, or occupation, Defendants have advertised and otherwise represented that goods or services are guaranteed without clearly and conspicuously disclosing the nature and extent of the guarantee, any material conditions or limitations in the guarantee which are imposed by the guarantor, and the manner in which the guarantor will perform.

89. By means of the above-described conduct, Defendants have deceived, misled, and unlawfully acquired money from consumers from Colorado and other States.

SIXTH CLAIM FOR RELIEF

(Fails to disclose material information concerning goods, services, or property which information was known at the time of an advertisement or sale if such failure to disclose such information was intended to induce the consumer to enter into a transaction, in violation of C.R.S. § 6-1-105(u))

90. Plaintiff incorporates herein by reference all allegations preceding and following this paragraph.

91. Through the conduct described in this Complaint and in the course of their business, vocation, or occupation, Defendants have failed to disclose material information concerning goods, services, and property. Defendants knew of the undisclosed information and failed to disclose it with the intent of inducing consumers to enter into a transaction.

92. By means of the above-described conduct, Defendants have deceived, misled, and unlawfully acquired money from consumers from Colorado and other States.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for judgment against Defendants and the following relief:

- A. An order that Defendants' conduct violates the Colorado Consumer Protection Act, including sections 6-1-105(1)(e), 6-1-105(1)(i), 6-1-105(1)(l), 6-1-105(1)(n), 6-1-105(1)(r), and 6-1-105(1)(u).;
- B. A judgment pursuant to C.R.S. § 6-1-110(1) against Defendants to completely compensate or restore to the original position of any person injured by means of Defendants' deceptive practices;
- C. An order pursuant to C.R.S. § 6-1-110(1) requiring Defendants to disgorge all unjust proceeds derived from their deceptive practices to prevent unjust enrichment;
- D. An order pursuant to C.R.S. § 6-1-110(1) for an injunction or other orders or judgments relating to deceptive practices;

- E. An order pursuant to C.R.S. § 6-1-112(1)(a) for civil penalties payable to the general fund of this state of not more than two thousand dollars for each such violation of any provision of the Colorado Consumer Protection Act with respect to each consumer or transaction involved not to exceed five hundred thousand dollars for any related series of violations;
- F. An order pursuant to C.R.S. § 6-1-112(1)(c) for civil penalties payable to the general fund of this state of not more than ten thousand dollars for each violation of any provision of the Colorado Consumer Protection Act with respect to each elderly person;
- G. An order pursuant to C.R.S. § 6-1-113(4) requiring Defendants to pay the costs and attorney fees incurred by the Attorney General; and
- H. Any such further relief as this Court may deem just and proper to effectuate the purposes of the Colorado Consumer Protection Act.

Respectfully submitted this 25th day of February, 2015.

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