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| <p>DISTRICT COURT, COUNTY OF ARAPAHOE, STATE OF COLORADO 7325 S. Potomac St. Centennial, Colorado 80112</p> <hr/> <p>STATE OF COLORADO, ex rel. CYNTHIA H. COFFMAN, ATTORNEY GENERAL</p> <p>Plaintiff, v.</p> <p>COUNTY LINE VACUUM & APPLIANCE, INC. DBA AAAA TELEVISION ELECTRONIC VACUUM & APPLIANCE and MUHAMMED MURIB, AND OMAR MURIB, INDIVIDUALLY</p> <p>Defendants.</p> | <p>DATE FILED: November 3, 2015 4:28 PM FILING ID: 9EB773C13D467 CASE NUMBER: 2015CV32600</p> <p style="text-align: center;">▲ COURT USE ONLY ▲</p> |
| <p>CYNTHIA H. COFFMAN, Attorney General JAY B. SIMONSON, 24077* First Assistant Attorney General JEFFREY M. LEAKE, 38338* JOHN FEENEY-COYLE, 44970* Assistant Attorneys General Ralph L. Carr Judicial Center 1300 Broadway, 10th Floor Denver, CO 80203 jeffrey.leake@state.co.us Telephone: (720) 508-6000 FAX: (720) 508-6040 *Counsel of Record</p> | <p>Case No. Div.:</p> |
| <p>COMPLAINT</p> | |

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 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 restitution to injured consumers, for statutorily mandated civil penalties, for disgorgement, and other relief as provided in the CCPA.

PARTIES

2. Cynthia H. Coffman is the duly elected Attorney General of the State of Colorado and is authorized under Colo. Rev. Stat. § 6-1-103 (2015) to enforce the provisions of the CCPA.

3. Defendant County Line Vacuum & Appliance, Inc. is a Colorado corporation, incorporated on October 23, 2007 and located at 8239 S. Holly St., Centennial, Colorado. County Line Vacuum & Appliance, Inc. registered the trade name “AAAA Television Electronic Vacuum & Appliance” on September 11, 2009. Hereinafter, both County Line Vacuum & Appliance, Inc. and AAAA Television Electronic Vacuum & Appliance are collectively referred to as “AAAA TEVA.”

4. Defendant Muhammed Murib (Murib) is the owner and operator of AAAA TEVA. Murib is directly involved in every aspect of AAAA TEVA and maintains control over all parts of the business, including its advertising and representations made to consumers. Murib has knowledge of, participates in, and authorizes the practices of AAAA TEVA such that he is personally liable for the deceptive trade practices alleged herein.

5. Defendant Omar Murib is the sales manager for AAAA TEVA. Omar Murib has knowledge of, participates in, and authorizes the practices of AAAA TEVA, in regards to the practices described in the Ninth Claim for Relief, such that he is personally liable for the deceptive trade practices alleged.

JURISDICTION AND VENUE

6. Pursuant to Colo. Rev. Stat. §§ 6-1-103 and 6-1-110(1) (2015), this Court has jurisdiction to enter appropriate orders prior to and following an ultimate determination of liability.

At all times relevant to this action, AAAA TEVA's business address was located in Arapahoe County, Colorado. Accordingly, venue is proper in Arapahoe County, Colorado, pursuant to Colo. Rev. Stat. § 6-1-103 (2015) and Colo. R. Civ. P. 98.

RELEVANT TIMES

7. The conduct that gives rise to the claims for relief contained in this Complaint began in 2007, and has been ongoing through the present.

8. This action is timely brought pursuant to Colo. Rev. Stat. § 6-1-115 (2015) in that it is brought within three years of the date on which false, misleading, and deceptive acts or practices occurred or were discovered and said practices are ongoing.

PUBLIC INTEREST

9. Through the unlawful practices of their business or occupation, Defendants have deceived, misled, and financially injured thousands of consumers. Therefore, these legal proceedings are in the public interest and are necessary to safeguard citizens from Defendants' unlawful business activities. Defendants' actions have also injured businesses which operate legitimately and do not engage in deceptive and unfair business practices.

GENERAL ALLEGATIONS

I. Defendant Muhammed Murib has a history of deceptive trade practices.

10. Murib has operated repair stores in the Denver Metro area during two separate time periods; 1989 until 1993, and 2007 until the present. **Exhibit 1**, *Affidavit of Gary Pangus, Attachment 1 and Attachment 2*; **Exhibit 2**, *Muhammed Murib, Tr. 24:6-24:11 (April 9, 2015)*.

11. From 1989 to 1993, Defendant Murib owned several repair stores under various trade names, including American Electronics and Appliance; AA American; American Free Pick Up; American Vac & Sew; American Vac & Sew Typewriter, AA Carr; AA American Free Pick Up; AA Monoco Electronic; Free Pick-up Electronics & Appliances; and American Appliances (collectively, "American"). **Exhibit 1**, *Affidavit of Gary Pangus, Attachment 2*, pp. 3-4.

12. Consumers filed numerous complaints about Murib's stores with the Denver District Attorney's Office, the Colorado Attorney General's Office, the Jefferson County District Attorney's Office and the Denver Better Business Bureau. *Id.* at pp. 3-4, 8.

13. In 1990, the Consumer Fraud Division of the Denver District Attorney's Office began a formal investigation of Murib's repair stores that revealed a systemic pattern of deceptive trade practices. *Id.* at pp. 3-4.

14. In the early 1990's, the Denver District Attorney's Office investigation showed that Murib lured consumers to his six (6) repair store locations through deceptive advertisements he placed in Denver newspapers, including an advertised coupon for a \$24 VCR cleaning and servicing. *See Id.*

15. In response to these coupons, consumers brought their VCRs to Murib's stores. Murib's stores did not actually clean and service the VCRs. Instead, Murib sent the VCR's to other actual repair stores which, in turn, billed Murib \$20 to clean and service each VCR. *Id.* at pp. 4-8.

16. The investigation showed that after these VCRS were cleaned and serviced by the other actual repair stores, either Murib, or one of his service managers, would contact customers and inform them that new rubber belts were needed. *See Id.*

17. The consumer would then be quoted a significantly higher price, as much as two hundred dollars more than the original \$24 cleaning and servicing fee that they had initially agreed to. *See Id.*

18. The investigation showed that customers agreed to these charges, but paid for repairs that were not actually performed. *See Id.*

19. In November of 1990, undercover investigators from the Denver District Attorney's office brought two VCR's to two different Denver repair stores, both owned by Murib. Prior to taking the VCR's to the stores, an independent technician inspected and marked the internal components of the VCR's with blue ink for identification. *Id.* at pp. 6-7.

20. With both VCR's, Murib's service manager told investigators that the VCR's needed new belts. The investigators agreed to the repair, and American charged the investigators \$180.26 and \$201.26, respectively, for the belt replacements. *Id.*

21. After paying American and receiving the VCRs back, the investigators brought the VCRs to the independent technician. The independent technician inspected the VCRs and determined that American had not installed any new parts. *Id.*

22. The investigators contacted the store that had actually serviced the VCRs and reviewed its invoices, which showed that Murib had paid \$20 for cleaning and servicing each VCR and confirmed that the store had not installed any parts. *Id.*

23. The investigation revealed a similar pattern for all items brought to Murib's stores for repair. *Id.*

24. As a result of the investigation, the Denver District Attorney's Office charged American's service manager with theft by deception. *Id.* at pp. 6-8.

25. After a jury trial, American's service manager was acquitted, largely based on the testimony of Muhammed Murib. During the trial, Murib admitted that he did not allow his service managers to deal directly with the independent contractors who performed the repairs. Murib also admitted that he sometimes told his service manager to tell customers that parts had been installed when, in fact, he knew the parts had not been installed. *Id.* at pp. 7-8.

26. After the service manager was acquitted, the Denver District Attorney's investigation continued with the focus on Muhammed Murib. *Id.* at pp. 7-14.

27. Murib was subsequently charged by the Denver District Attorney's office with 18 different criminal counts related to his business practices. On June 8, 1995, Murib pled guilty to Multiple Thefts, a Class 4 felony. Murib was sentenced to six (6) years of probation and ordered to pay restitution. Murib was not allowed to leave the United States without authorization. See **Exhibit 3**, *Colorado State Courts Data Access document, 1993CR1391*.

28. On April 17, 1997, an arrest warrant was issued by the Denver District Court for Murib for failure to comply with the terms of probation. The Probation Complaint alleged that Murib had failed to show for his probation appointments for several months. The Complaint stated that the Deputy District Attorney who prosecuted Murib's case felt that an arrest warrant was necessary because Murib had a "high propensity to engage in criminal behavior patterns and may pose a threat to the community if unsupervised." **Exhibit 4**, *Probation Complaint and Arrest Warrant, April 17, 1997*.

29. The warrant remained active until October 10, 2001, when Denver Probation motioned to quash the warrant as part of a computer system cleanup. See **Exhibit 3**, *Colorado State Courts Data Access document*.

30. According to Murib, he lived in Lebanon from 1996 until 2002, and upon his return to the United States, he worked as a salesman for a car dealership. **Exhibit 2**, *Muhammed Murib, Tr. 21:4-21:13*.

II. Currently, Defendants make heavy use of internet advertising in order to deceive consumers.

31. In 2007, Murib opened a new repair store, County Line Vacuum & Appliance at 8216 S. Holly Street in Centennial, Colorado. In 2009, County Line Vacuum & Appliance registered its trade name, AAAA Television Electronics Vacuum & Appliance (“AAAA TEVA”). In 2011, the business moved across the street to its present location at 8239 S. Holly Street in Centennial. See **Exhibit 5**, *Secretary of State filings-AAAA TEVA*.

32. Murib continues to this day to use the same *modus operandi* with his current repair store, AAAA TEVA, as he did with his American stores in the 1990’s. Specifically, Murib makes heavy use of deceptive advertising to draw consumers into his store, and then falsely charges them for repairs that never occurred.

33. As a result of his current deceptive advertising, Murib has been able to defraud thousands of Colorado consumers. AAAA TEVA’s website states that his company has carried out 50,000 repairs since 2006. See **Exhibit 8**, *AAAA TEVA website homepage*.

34. Murib has profited greatly by this deceptive enterprise. AAAA TEVA reported gross revenues of \$1.4 million dollars in 2012, \$1.8 million dollars in 2013, and over \$2 million dollars in 2014. **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez, Colorado Attorney General’s Office*, at ¶ 53.

35. Most of AAAA TEVA’s repair business stems from television and projector repair. **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶ 42.

36. AAAA TEVA’s advertising targets owners of high-end expensive television and projection systems, and its customers include not only individual consumers, but businesses, schools, fire departments, municipalities, recreation centers and churches that use this technology for trainings, presentations or church services. **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶ 33.

37. High-end televisions and home entertainment systems can frequently cost several thousand dollars. Name-brand projectors can frequently cost more than \$10,000. *Id.* at ¶ 34.

38. Over the past several years, Murib has utilized a search engine optimization (SEO) consultant two days a week to ensure that AAAA TEVA Google ads and multiple websites are the first search results displayed for all Google searches related to electronic repair. See **Exhibit 6**, *E. Lopez, Tr. 15:11-16-4, 90:5-90:19, CID Exhibit 20*; **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶ 14.

39. AAAA TEVA's Google ads and websites are the first results shown to any consumer in the Colorado Front Range who searches for "TV repair," "flat screen TV repair," "big screen tv repair," "projector repair," or virtually any form of television or electronic repair. **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶¶ 15-18; **Exhibit 10**, *Google search results-TV repair*. See also **Exhibit 6**, *E. Lopez, Tr. 111:25-115:9*.

40. To achieve this high positioning in Google search results, Murib consistently outbids his competitors for the rights to key search words in Google, such as "tv repair." In 2014, Murib spent \$9,000 a month on Google advertising. Beginning in November 2014, Murib increased his Google advertising expenditure to \$12,000 a month. **Exhibit 6**, *E. Lopez, Tr. 47:10-50:25*; **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶ 35.

41. To further ensure his positioning in Google search results, Murib has set up six different "micro-sites" on the internet, each organized around a different facet of his business, each with a URL that is separate and distinct from AAAA TEVA's primary website (aaaateva.com). **Exhibit 6**, *E. Lopez, Tr. 26:25-29:19*, **Exhibit 16**, *Microsites landing pages*.

42. AAAA TEVA operates two microsites related solely to television repair (303television.com and tvrepairdenvermetro.com), one related to projector repair (projectorrepairdenver.com), one related to stereo repair (stereorepairdenver.com), one related to sewing machine repair (sewingmachinerepairdenver.com), one related to vacuum repair (303vac.com) and one related to sales (303bigsale.com) (hereafter AAAA TEVA's website and microsites are collectively referred to as "AAAA TEVA's web pages"). *Id.*

43. Each microsite contains multiple landing pages, which further increases the likelihood that AAAA TEVA's web pages will be the first result for repair-related searches on Google. *Id.*

44. AAAA TEVA's ads and web pages come up first on searches by city location and brand as well, so that Google searches for "Aurora TV repair" or "Samsung TV repair" result in AAAA TEVA's web pages coming up as the first result virtually every time. **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶¶ 16, 18; **Exhibit 10**, *Google search results-TV repair*.

45. Murib also pays to advertise on secondary search engines such as Bing and Yahoo, as well as in traditional Yellow Pages advertising. **Exhibit 2**, *Muhammed Murib, Tr. 12:18-12:25; 46:1-47:21*; **Exhibit 6**, *E. Lopez, Tr. 79:14-81:25*; **Exhibit 41**, *Yellow page advertising*.

46. AAAA TEVA heavily advertises that it provides "in-home" television repair. AAAA TEVA's website homepage offers "In Home TV Repair-Television Repair Done in Your Home." See **Exhibit 8**, *AAAA TEVA website home page*; **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶ 18.

47. In 2014, AAAA TEVA went to over a thousand consumers' homes and businesses, ostensibly to carry out in-home television repair. **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶¶ 49-50.

48. When a consumer searches on Google for "Denver TV repair," the first result that comes up is "In Home Denver TV Repair - TVRepairDenverMetro.com." **Exhibit 10**, *Google search results-TV repair*; **Exhibit 6**, *E. Lopez, Tr. 111:25-115:9*; **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶¶ 15, 18.

49. A similar result occurs when pairing the search terms "TV repair" with almost any town or city along the Colorado Front Range from Fort Collins to Colorado Springs. For example, a search for "Aurora TV repair," results in "In Home Aurora TV Repair - TVRepairDenverMetro.com" as the first search result. *Id.*

50. Through its internet advertising, AAAA TEVA claims that it provides "The Highest Quality In Home TV Repair and Service for the Denver Metro Area. Specializing in Big Screen TV, HDTV, Projection, LCD, LED and Plasma Flat Panel TV repair." See **Exhibit 9**, *AAAA TEVA In Home TV Repair webpage*; **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶ 18.

51. Describing its in-home television repair service, AAAA TEVA's website states: "We have field technicians that will come to your home and perform on site in home repairs. Our fleet of trucks and technicians are equipped to come to you wherever you are to help fix your TV or electronics. Our technicians are specialized and we have a field technician in every major metro daily." *Id.*

52. AAAA TEVA's website couples this explanation of its in-home television repair service with an offer of "Free Trip with Repair" and the claim of "Same day service most of the time." *Id.*

53. AAAA TEVA's online ads are intentionally designed so that a consumer, who simply searches for "television repair" without ever considering "in-home" television repair, will see AAAA TEVA's ad for "In-Home Television Repair" at the top of the page. See **Exhibit 10**, *Google search results-TV repair*; **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶¶ 15, 18.

54. AAAA TEVA's advertising leads people to believe that their television will be repaired in their home or place of work, that it may actually be faster than bringing their television to a repair shop, and that there is no additional cost associated with the in-home television repair service.

55. Despite its advertising, AAAA TEVA **does not** perform in-home television repair.

56. Muhammed Murib hires "mobile technicians" to handle the "in-home" television repair component of his business. These mobile technicians have no education, training or experience in television or even electronics repair. And at no time during their employment with AAAA TEVA, do they receive any repair training. **Exhibit 11**, *Cody Hawkins, Tr. 184:15-184:19*; **Exhibit 12**, *Andrew Carter, Tr. 8:22-9:24, 12:14-12:24*; **Exhibit 13**, *Brandon Postlewait, Tr. 15:18-15:23*; **Exhibit 14**, *Daniel Ballez, Tr. 6:10-8:4*.

57. While AAAA TEVA's mobile technicians have no background in electronics repair, AAAA TEVA employs several actual repair technicians who do repair these items at AAAA TEVA's store location. **Exhibit 2**, *Muhammed Murib, Tr. 91:1-94:10*.

58. AAAA TEVA's "In-Home TV Repair" is a ruse that allows Murib to bring televisions back to his repair store so that he can falsely claim that extensive repairs took place and then charge exorbitant prices for these non-existent repairs.

59. In addition to the fact that the mobile technicians do not know how to repair televisions, Murib has instructed these mobile technicians that they must bring all televisions back to the repair shop. AAAA TEVA operates three Mercedes vans which the mobile technicians drive to consumers' homes, solely for the purpose of picking up televisions or other electronic items. **Exhibit 11**, *Cody Hawkins*, Tr. 26:19-27:16; **Exhibit 12**, *Andrew Carter*, Tr. 25:5-25:10, 16:11-16:17; **Exhibit 13**, *Brandon Postlewait*, Tr. 24:12-26:7; **Exhibit 2**, *Muhammed Murib*, Tr. 60:13-65:17.

60. AAAA TEVA's mobile technicians travel to consumers' homes and businesses without bringing any diagnostic equipment, any replacement parts, or any tools or equipment necessary for television repair. **Exhibit 11**, *Cody Hawkins*, Tr. 26:19-27:16, 188:4-189:18; **Exhibit 12**, *Andrew Carter*, Tr. 22:8-22:18, 24:4-24:7; **Exhibit 13**, *Brandon Postlewait*, Tr. 18:16-20:24; **Exhibit 2**, *Muhammed Murib*, Tr. 60:13-65:17.

61. As part of its investigation, the Attorney General's Office took the sworn testimony of several of AAAA TEVA's former and present employees. AAAA TEVA's former mobile technician manager testified that he was hired as a mobile technician despite having no training or experience in television repair. The former manager explained AAAA TEVA's in-home television repair service as follows:

“At first, it made sense, because a lot of people don't understand it's really hard to repair TVs in-home. You usually have to order boards or parts or something like that in order to do so. So going into the house and basically saying, hey, this is why we can't do it here was more of our job. We went to the house and essentially said, this is why we can't fix it here, we have to take it into the shop.”

Exhibit 11, *Cody Hawkins*, Tr. 20:25-21:09.

62. Until 2014, Murib paid these mobile technicians a bonus of \$20 for each consumer's television that was brought back to the store for repair. While there was no possibility that the mobile technicians could actually repair televisions in consumers' homes, Murib paid the bonus because it was not always easy to convince consumers that they needed to pay a \$150 “diagnostic fee” for further analysis at AAAA TEVA's repair shop. **Exhibit 11**, *Cody Hawkins*, Tr. 29:2-29:5; 55:23-56:21; **Exhibit 12**, *Andrew Carter*, Tr. 25:11-25:15; **Exhibit 13**, *Brandon Postlewait*, Tr. 32:12-34:9; **Exhibit 2**, *Transcript-Muhammed Murib*.

63. Former mobile technicians testified that Murib required them to bring all customers televisions back to the shop, even if the problem was obvious and non-technical, such as a television that was not programmed properly. **Exhibit 11**, *Cody Hawkins*, Tr. 27:10-27:20; **Exhibit 13**, *Brandon Postlewait*, Tr. 23:1-23:5.

64. In 2014, Murib stopped paying bonuses for each television brought to the shop. Former mobile technicians testified that after the bonuses stopped, Murib simply used anger and intimidation to ensure that the mobile technicians brought all customers' televisions back to the store. **Exhibit 11**, *Cody Hawkins*, Tr. 29:2-29:5;55:23-56:21; **Exhibit 13**, *Brandon Postlewait*, Tr. 25:16-26:7; **Exhibit 2**, *Muhammed Murib* Tr. 136:5-141:14.

65. Consumers calling AAAA TEVA for "in-home television repair" obviously expect that these mobile technicians would repair their television in their home. During depositions, former mobile technicians testified to awkward situations in which consumers, who were clearly expecting their television to be repaired in their home, had set up a work area in their home for the mobile technician to do the repair work. See **Exhibit 22**, *Consumer affidavits-in home repair*; **Exhibit 12**, *Andrew Carter*, Tr. 24:8-24:17, 32:14-34:21; **Exhibit 13**, *Brandon Postlewait*, Tr. 17:10-18:15.

66. To deal with these consumer expectations, Murib instructed the mobile technicians to open up the back of the television and pretend to be diagnosing the problem, in order to "inspire consumer confidence." **Exhibit 12**, *Andrew Carter*, Tr. 29:12-30:19; **Exhibit 11**, *Cody Hawkins*, Tr. 64:9-65:9; **Exhibit 13**, *Brandon Postlewait*, Tr. 22:22-24:21.

67. Regarding Murib's instructions, one former mobile technician testified:

"That's why he wanted us to take the backs off of the TVs. He wanted us to look like we were actively probing the back of the TV. I jokingly referred to the tools as our props in a play...."

Exhibit 12, *Andrew Carter*, Tr. 29:16-29:19.

68. This same technician testified, however, that he did not always open up the backs of the televisions, because he was not confident he could even open the back of a television without causing damage.

“I never really took the backs off. I wasn't comfortable with that, not knowing what it was. Especially with carpet static electricity, computer components, which are more or less the same as the stuff inside of TVs, is (sic) very, very vulnerable to that.”

Exhibit 12, *Andrew Carter, Tr. 29:23-29:31*.

69. AAAA TEVA's former mobile technician manager testified to having frequent conflicts with Murib about deceiving customers:

“And so I actually trained my mobile tech -- it used to be what Muhammed wanted you to do was go to the customer's home, take the TV off the wall, take it back out, take out your multi-media, set it to the short setting, which essentially just beeps when you touch the two ends together or when you touch something that's metal, and sit there and make the thing beep so that the person thought you were doing something to the TV, and then say, oh, I can't fix this here, and then put it all back together and bring it into the shop.

I worked in sales and customer service. I was, like, okay, first of all, we're not doing that. We're not taking the TV apart and pretending like we're actually doing something. There are ways you can talk to someone that will convince them or explain to them in a way that you don't have to do those things. And so I actually trained my mobile techs to go into a customer's home and essentially not need tools. You can go in there and look at the TV and kind of give the customer a rough idea of what's wrong with it, why you can't fix it in the home in a convincing way so you can essentially just take it without having to waste the time and lie to them and do all that stuff.”

Exhibit 11, *Cody Hawkins, Tr. 64:9-65:9*.

70. Regardless of the methods used by the mobile technicians to deal with the customer, AAAA TEVA's mobile technicians do not repair televisions. See **Exhibit 22**, *Consumer affidavits-in home repair*; **Exhibit 11**, *Cody Hawkins, Tr. 58:17-59:20*; **Exhibit 12**, *Andrew Carter, Tr. 22:8-22:11*; **Exhibit 13**, *Brandon Postlewait, Tr. 20:2-20:24*.

71. After the fake inspection, or a perfunctory review by the mobile technicians, consumers are told that the television appears to have an

unidentifiable problem and will need to go back to the shop for further diagnostic testing. The customer is then asked to pay a “diagnostic fee” ranging from \$150 to \$200. **Exhibit 11**, *Cody Hawkins, Tr. 64:9-65:9, 54:15-55:22*; **Exhibit 12**, *Andrew Carter, Tr. 38:1-41:8*; **Exhibit 13**, *Brandon Postlewait, Tr. 24:24-26:7*.

72. AAAA TEVA’s former mobile technicians were consistent in their testimony that it was their job to “sell” the diagnostic fee and get televisions back to the shop:

“We were instructed to essentially tell the customer whatever we could find, whatever we could sell them on to make them believe that their television was non-repairable in the home and had to come back to the store.”

Exhibit 13, *Brandon Postlewait, Tr. 23:1-23:5*; **Exhibit 11**, *Cody Hawkins, Tr. 24:2-24:16*; **Exhibit 12**, *Andrew Carter, Tr. 38:1-41:8*.

73. AAAA TEVA’s mobile technicians already know the amount for the diagnostic fee prior to going to the consumer’s home. Murib writes the diagnostic fee on index cards, along with a number between 1 and 5, which tells the mobile technician how difficult Murib believes it will be to “sell” the customer on the diagnostic fee. **Exhibit 12**, *Andrew Carter, Tr. 38:1-41:8*; **Exhibit 15**, *AAAA TEVA Repair Card*; **Exhibit 13**, *Brandon Postlewait, Tr. 45:16-47:13*.

74. In addition to informing the mobile technicians of how easy or hard it will be to sell the diagnostic fee to the consumer, Murib writes an estimate of the customer’s age on the index card, which lets the mobile technicians know if the customer will be able to assist with loading their television into the van. **Exhibit 12**, *Andrew Carter, Tr. 38:1-41:8*; **Exhibit 15**, *AAAA TEVA Repair Card*.

75. While most customers readily believe that their television has a serious problem beyond the scope of the “specialized” field technician, some are surprised that their television requires further diagnosis and that they are being asked to pay a \$150 diagnostic fee. **Exhibit 12**, *Andrew Carter, Tr. 32:14-32:21*.

76. Customers who become frustrated and do not want to pay the diagnostic fee are charged a \$50 trip charge, or as Murib refers to it a “consultation” fee. There is no third option, however. Customers are charged either \$50 or \$150 solely for the experience of having an AAAA TEVA mobile

technician come to their homes to tell them that they do not know how to repair their television. **Exhibit 11**, *Cody Hawkins, Tr. 64:9-65:9, 54:15-55:22*; **Exhibit 12**, *Andrew Carter, Tr. 38:1-41:8*; **Exhibit 13**, *Brandon Postlewait, Tr. 24:24-26:7*.

77. During depositions, AAAA TEVA's former mobile technicians acknowledged that AAAA TEVA's advertisements regarding in-home repair are false:

Q. There's a statement which says, "We have field technicians that will come to your home and perform on-site in-home repairs." Is this the type of language that customers were frustrated about?

A. Yeah, that's exactly it.

Q. And then it says, "Our fleet of trucks and technicians are equipped to come to you wherever you are to help fix your TV or electronics." I guess based on what you've testified to earlier, would you agree that's not really true?

A. That is very false.

Q. It also says, "Our technicians are specialized and we have a field technician in every major Metro area daily." Did you believe you were specialized as a technician?

A. No, by no means.

Q. I also notice on this page it says, "Same day service most of the time." Was that something that was true?

A. We'd usually call them back in the same day, but that's about the extent of the guarantee on that.

Exhibit 12, *Andrew Carter, Tr. 34:2-34:24*. See also **Exhibit 13**, *Brandon Postlewait, Tr. 29:13-31:23*.

78. Despite awareness of this investigation, Murib continues to advertise in-home television repair and send untrained mobile technicians to consumers' homes solely to bring their televisions back to his shop. AAAA TEVA's current mobile technician manager was hired in March of 2015. The current manager testified that he previously worked as a bank teller and that he presently

supervises two other mobile technicians. Regarding his qualifications to carry out in-home television repair, he stated:

Q. Prior to working at AAAA had you ever worked as a repair technician?

A. No, sir.

Q. Do you have any training in repairs?

A. Prior to this?

Q. Prior to this.

A. No, sir.

Q. Had you ever repaired televisions prior to working for AAAA?

A. No, sir.

Q. Had you ever repaired any kind of electronic equipment prior to working at AAAA?

A. No, sir.

Exhibit 14, *Daniel Ballez, Tr. 6:10-8:4*. **Exhibit 17**, *Steven Gonzales, Tr., Vol. II. 101:25-102:8*.

III. Defendants deceive customers about what has been repaired in order to charge exorbitant repair prices.

79. AAAA TEVA gets consumers' repair items into its store either through their mobile technicians, or by convincing the customer to bring the repair item into the store for evaluation. With either situation, consumers pay a \$150 diagnostic fee up front.

80. Once a repair item is at the store, AAAA TEVA's actual repair technicians go ahead and complete repairs that cost less than the diagnostic fee, without further approval. AAAA TEVA's repair technician manager testified that he and his repair technicians make use of used parts and repair for the vast majority of repairs and for much less than the \$150 diagnostic fee. Thus, in most situations where Murib calls a customer to provide an "estimate," the

repair is already completed. **Exhibit 17**, *Steven Gonzales, Tr., Vol. II. 66:25-68:5*

81. AAAA TEVA's repair technician manager testified that he has nothing to do with estimates given to customers. Customers receive their estimates and an explanation of the repair directly from Muhammed Murib over the phone. **Exhibit 17**, *Steven Gonzales, Tr., Vol. I. 48:5-49:2*; **Exhibit 2**, *Muhammed Murib, Tr. 69:21-70:7*.

82. Murib handles almost all technical discussions with AAAA TEVA's customers, despite an admitted complete lack of knowledge of electronics or electronic repair. In Murib's own words, he is "zero when it comes to electronics." **Exhibit 2**, *Muhammed Murib, Tr. 69:17-71:18*; **Exhibit 17**, *Steven Gonzales, Tr., Vol. I. 48:5-49:2, 74:17-77:7*; **Exhibit 18**, *Michael Severin, Tr. 20:23-21:10*.

83. When Murib calls the customer to discuss the "estimate," he essentially reads from scripts, or hand-written lists that he has created of technical terms related to, or not related to, the repair of televisions, projectors, stereos, vacuum cleaners, and sewing machines. **Exhibit 11**, *Cody Hawkins, Tr. 90:7-97:7*; **Exhibit 19**, *Handwritten lists of technical terms*.

84. Using these lists, Murib tells customers that they have an item that is worth repairing, but to do so it will be necessary to "rebuild" circuitry boards, and "align the geometry," and "fine-tune capacitors," along with numerous other phrases he has compiled. **Exhibit 11**, *Cody Hawkins, Tr. 91-24-96:20*.

85. AAAA TEVA's mobile and repair technicians testified that many of the terms on these lists do not make any sense and that they routinely heard Murib reading from the lists while speaking with customers on the phone. **Exhibit 17**, *Steven Gonzales, Tr., Vol. I. 74:17-77:25, Vol. II. 107:10-109:20*; **Exhibit 11**, *Cody Hawkins, Tr. 91-24-96:20*.

86. AAAA TEVA's former employees described an open awareness of how Murib uses these lists of technical terms to deceive customers:

The thing that you have to grasp here, every single customer who has something brought into that shop is lied to and taken for money and defrauded. It's not like 5 percent or some. Every single person who brings something into the shop, he lies to. It doesn't matter. So, yes, every single one. I mean, he says the same things to every person, no matter what we repaired, no matter what was done, no

matter what you put in the TV. He says, we rebuilt the main circuitry board, we fine-tune the capacitors, which is impossible, if you know anything about electronics. We've centered your focus. We've realigned your geometry. These are things he says to people on the phone that are literally impossible. They are not actual TV repair terms or anything like that.

Exhibit 11, *Cody Hawkins, Tr. 71:15--72:7*.

Among the mobile technicians, there would be a little bit of discussion. It was generally more of joking and, I hate to say it, almost making fun of him, that he -- disbelief that this would work, that you could read this list of technical terms and have people believe that you know what you're talking about and then cough up a few hundred dollars above and beyond what they'd paid already.

Exhibit 12, *Transcript-Andrew Carter. See also Exhibit 7, Affidavit of Investigator LeAnn Lopez*, at ¶ 64.

87. AAAA TEVA's repair technician manager testified that Muhammed Murib refers to these phone conversations with customers as "selling" or "pitching" the repair. The repair technician manager testified that Muhammed Murib spends most of his time at the store pitching or selling the repairs. **Exhibit 17**, *Steven Gonzales, Tr., Vol. II. 101:25-102:8*.

88. Murib holds additional leverage in his discussions with AAAA TEVA's customers because they have already paid a non-refundable \$150 diagnostic fee. The customer who considers refusing Murib's "estimate" faces forfeiting the \$150 diagnostic fee.

89. A review of AAAA TEVA's repair records show that Murib typically charges hundreds of dollars, in addition to the diagnostic fee, per television repair, and charges thousands of dollars for more expensive equipment, such as projectors. **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶ 52.

90. AAAA TEVA's former mobile technician manager explained that Murib sets his repair price based on the Manufacturer's Suggested Retail Price ("MSRP") for the item, versus the actual cost of parts and labor. As such, Murib finds the highest price that he can charge without making the purchase of a new television the more rational consumer choice. Murib also tells consumers that they bought "the best in their class" and that it is "well worth fixing." **Exhibit**

11, *Cody Hawkins, Tr.*, 156:11-157:5. See also **Exhibit 1**, *Affidavit of Gary Pangus, Attachment 2, p. 3* (consumers told their appliances were “worth the repairs”).

91. As further evidence of the arbitrary nature of AAAA TEVA’s repair charges/estimates, a review of thousands of these repair charges showed that virtually all repair charges ended in .97, such as \$869.97 or \$649.97. **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶ 43.

92. During his sworn testimony, Murib was asked to explain why his repair charges all end in 97 cents:

Q. How can your repair calculations, which involve parts, and which involve labor, and one job might be harder than other, how can all your repairs end in 97 cents?

What kind of math are you using?

A. I don’t. But when I go to Sam’s Club, Walmart, Best Buy, they all end with 99 cents. I never ask how come they come up with the TVs 99 cents. I never ask them. It’s a purchase that I’m buying.

Exhibit 2, *Muhammed Murib, Tr.* 167:12-167:20.

93. When conveying the repair charges, Murib also tells customers that the manufacturer recommends a “fine-tune.” If a customer balks at the repair cost, Murib will negotiate with the customer, offering to throw in the “fine-tune” for free, despite the fact that the item has already been repaired and the repair technicians do not perform such a service. **Exhibit 13**, *Brandon Postlewait, Tr.* 37:10-39:7

94. When an item is not repairable, Murib offers the customer an opportunity to apply the diagnostic fee towards a trade-in for a new television. AAAA TEVA purchases its televisions from Sam’s Club and marks up the price. Thus, a customer who was deceived into paying the diagnostic fee is further deceived into purchasing an overpriced television. **Exhibit 11**, *Cody Hawkins, Tr.* 42:8-44:5; **Exhibit 14**, *Daniel Ballez, Tr.* 27:3-28:7.

95. Finally, if a customer refuses to accept the estimate or do a trade-in, Murib instructs the repair technicians to “unfix” the already repaired item. AAAA TEVA’s actual repair technicians have worked for other repair companies

and testified that this is not typical for the repair industry. **Exhibit 17**, *Steven Gonzales, Tr., Vol. I. 128:14-132:7*.

96. AAAA TEVA's repair technician manager testified that while they can frequently "unfix" the repair without causing damage to the consumer's television, there are other times where consumers' repaired items are unavoidably damaged in the process. **Exhibit 17**, *Steven Gonzales, Tr., Vol. I. 128:14-132:7*.

97. AAAA TEVA does not deliver the unrepaired or "unfixed" televisions back to the consumer as part of the already-charged \$150 diagnostic fee. The consumer forfeits the diagnostic fee, and if they want their unrepaired television delivered back to their home, there is an additional \$90 charge. See **Exhibit 44**, *AAAA TEVA Disclaimer*.

98. At this point, many consumers just give up on their televisions and Murib instructs the repair technicians to "dispose" of the television. The repair technicians do not throw away the televisions, however. Rather, they take the televisions apart and then use the parts to fix other consumers' televisions. **Exhibit 11**, *Cody Hawkins, Tr. 42:8-44:5*; **Exhibit 17**, *Steven Gonzales, Tr., Vol. I. 127:4-128:6*.

99. Unlike most repair businesses, AAAA TEVA does not routinely provide customers with an invoice. Only in situations where the customer is extremely adamant, or where the customer is a business or a public entity, and requires an invoice prior to payment, does Murib provide an invoice. **Exhibit 2**, *Muhammed Murib, Tr. 193:16-194:24*; **Exhibit 11**, *Cody Hawkins, Tr. 79:2-80:22*.

100. Murib's invoices are handwritten. AAAA TEVA's repair technicians have reviewed these handwritten invoices and testified that they do not make any sense and bear no relation to the actual repair that was performed. **Exhibit 17**, *Steven Gonzales, Tr., Vol. I 81:14-84:21, Vol. II. 49:22-50:16, 107:10-109:20*; **Exhibit 18**, *Michael Severin, Tr.17:6-21:15*; **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶ 41.

101. Murib's handwritten invoices are derived from the same handwritten lists of technical terms that he uses to "sell" the repair to customers over the phone. Murib creates these invoices without input from the repair technicians. **Exhibit 11**, *Cody Hawkins, Tr. 79:2-80:22*; **Exhibit 17**, *Steven Gonzales, Tr.,*

Vol. I. 83:23-84:21;90:14-91:2; Exhibit 7, Affidavit of Investigator LeAnn Lopez, at ¶ 41.

102. AAAA TEVA's repair technician manager has an associate's degree in electronic engineering technology and 16 years of electronics repair experience. When asked to review Murib's handwritten invoices, the repair technician manager commented on both the confusing nature and the similarity of the invoices:

Q. It's not clear what was done with the output transistor?

A. It's not clear. The terminology is the same on most of these handwritten invoices anyway.

Q. And I mean, frankly, what does that mean to you?

A. That means Muhammed has really no knowledge of the repair process of these units. He's not a technician.

Q. And so if this is an invoice to the customer, he's just writing down a bunch of items from the list of terminology?

A. It appears to be so. The only thing that appears to change is the price.

Exhibit 17, Steven Gonzales, Tr., Vol. I. 90:14-91:2.

103. Murib avoids consumer pressure to provide invoices by attaching a meaningless and confusing "repair checklist" to every repaired item. The repair checklist is merely a list of all components and functions that a particular consumer electronic item possesses, and can be easily printed off and taped to the customer's repaired item. **Exhibit 11, Transcript-Cody Hawkins 76:21-77:1, 82:23-84:5; Exhibit 17, Steven Gonzales, Tr., Vol. II. 33:19-53:17.**

104. AAAA TEVA's repair technician manager described the repair checklists as "vague" and agreed that they convey no information to the customer about what work was performed. The repair technician manager testified that he has previously worked as a repair technician for other companies, such as Best Buy and Sears, and that most repair companies provide consumers with a computer-generated invoice showing the work that was actually done. **Exhibit 17, Steven Gonzales, Tr., Vol. II. 38:12-42:1.**

105. AAAA TEVA's repair technician manager testified that AAAA TEVA created the vague repair checklist in order to "appease" customers' requests for information about what work had been done. **Exhibit 17**, *Steven Gonzales, Tr.*, Vol. II. 40:25-41:13.

106. AAAA TEVA's repair technician manager further testified that Muhammed Murib intentionally added meaningless language to the "Notes" section of these repair checklists. The default language reads:

"Notes: Fine tuned capacitors, relays, transformers, and field effect transistors."

Exhibit 20, *AAAA TEVA Repair checklists*; **Exhibit 17**, *Steven Gonzales, Tr.*, Vol. II. 51:3-51:6; 52:9-53:17.

107. AAAA TEVA's repair technician manager testified that it is impossible to "fine tune" capacitors, relays, transformers, and field effect transistors. **Exhibit 17**, *Steven Gonzales, Tr.*, Vol. II. 53:24-54:12.

108. Until recently, AAAA TEVA's actual repair technicians used a repair system database called "Repair Trax." The Repair Trax system allows for entry of all customer information, the make and model of the repair item, and all parts and labor required to repair that item. **Exhibit 17**, *Steven Gonzales, Tr.*, Vol. I. 30:4-35:16; Vol. II 116:3-117:21, *CID Exhibit 34*.

109. Repair Trax is also capable of producing detailed estimates and invoices, but AAAA TEVA does not use that feature. **Exhibit 17**, *Steven Gonzales, Tr.*, Vol. II. 30:3-30:5; 48:19-49:13.

110. When he became aware that he was being investigated, Murib instructed his repair technician manager to delete thousands of customer repair records on Repair Trax which showed the work that was actually done on customers' repair items. **Exhibit 17**, *Steven Gonzales, Tr.*, Vol. I. 36:15-39:5.

A. False repairs - Televisions

111. While Murib provides very few invoices in general, the invoices that were reviewed during the Attorney General's investigation showed that Murib employs almost the exact same terminology to describe the repair, regardless of the type of item. AAAA TEVA's invoices for television repair, projector repair, stereo repair, and sewing machine repair all contained very similar verbiage.

112. Murib's handwritten invoice for an 82" Mitsubishi television reads as follows:

Mitsubishi 82 30 Day warranty on Main circuit board labor& parts only-repair-service-rebuild MAIN MOTHER circuit Board-power supply-conversion-center focus-field effect-resistor-Transformer-relay capacitor-replace optical sensor assembly. clean dust-oxidation-reseat capacitor-Transformer-Modification-calibration balance-alignment-set up-fine tune

Exhibit 21, AAAA TEVA customer invoice, Mitsubishi television.

113. Murib's handwritten invoice for a 60" Samsung television contains almost identical language:

Samsung 60" TV-60 Day warranty limited labor parts only on Main Power Board only repair-service-rebuild power Board MAIN Mother Board-power supply- output transistor-reseat capacitor resistor-transformer-relay-Modification-calibration balance alignment align Geometry-electro focus static-center focus set up Fine Tune

Exhibit 21, AAAA TEVA customer invoice, Samsung television.

114. Murib's own repair technicians have reviewed these invoices and testified that the repairs described on the invoices do not make any sense and bear no relation to the repairs that they actually performed. The employees have noted that phrases such as "align geometry" and "modification, calibration, balance, alignment" are nonsense and that repair technicians do not "reseat capacitors." **Exhibit 18**, Michael Severin, Tr.17:6-21:15; **Exhibit 17**, Steven Gonzales, Tr., Vol. II. 81:12-84:4; **Exhibit 7**, Affidavit of Investigator LeAnn Lopez, at ¶¶ 60-65.

115. AAAA TEVA's repair technician manager also noted that they AAAA TEVA does not "repair," "service" or "rebuild" main circuit boards, as claimed in all of Murib's handwritten invoices, because circuit boards are easily replaced, if needed, and technicians would not take the time to "rebuild" them. **Exhibit 17**, Steven Gonzales, Tr., Vol. I.68:19-69:10; Vol. II 36:2-43:14.

B. False repairs - Projectors

116. AAAA TEVA advertises projector repair and maintains a microsite, ProjectorRepairDenver.com. Projectors are widely used by businesses, churches and other organizations for presentations and training. A review of projector

prices shows that name-brand projectors can frequently cost more than \$10,000. **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶¶ 18, 20, 33-34; **Exhibit 16**, *Microsites landing pages*.

117. As with the other microsites, AAAA TEVA's projector repair microsite comes up as one of the first search results on a Google search for "projector repair." **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶17.

118. In 2007, the Unity Church of Denver purchased a professional Mitsubishi projector for about \$10,000. The Church used the projector for its Sunday slideshow, songs, and announcements. **Exhibit 23**, *Affidavit of Trisha Morris, Unity Church*, at ¶ 3.

119. In December 2014, the church's projector stopped working. The projector would turn on, but it would not illuminate. A volunteer at the Church researched online for "Mitsubishi projector repair" and found AAAA TEVA. *Id.*

120. The Unity Church administrator brought the church's projector to AAAA TEVA for repair. A few days passed and Ms. Morris contacted AAAA TEVA, speaking with Murib who told her that it would cost \$989 to repair the projector. She asked Murib what was being repaired for that price, and he told her several components were being repaired, including a "motherboard." *Id.* at ¶ 4.

121. AAAA TEVA charged the Unity Church \$828.97 for the projector repair. Murib's handwritten invoice reads as follows:

Mitsubishi projector estimate to repair 30 Day warranty on MAIN Circuit Board. service-repair-rebuild MAIN MOTHER Board-power supply output; labor/parts limited only reseal capacitor-resistor relay modification-calibration-Balance-alignment set up-Fine Tune reset

Id. at ¶ 8 and *Attachment 1*.

122. The Attorney General's Office interviewed the AAAA TEVA technician who actually repaired the Unity Church's projector. The repair technician reviewed the invoice that Murib provided and stated that projectors do not have "motherboards." The repair technician also noted that the invoice refers to both a "main circuit board" and a "mother board," which is technically impossible because projectors only have one circuit board. He further noted that repair technicians do not "reseal" capacitors. **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶¶ 60-65.

123. The repair technician reviewed his own Repair Trax entry and stated that he had likely corrected the problem simply by cleaning dust out of the projector and pressing a reset button. *Id.*

124. In April of 2014, AAAA TEVA charged the Bennett Fire Protection District \$1,789.96 for the repair of a Hitachi projector that it uses for trainings. Pursuant to governmental purchasing procedures, the Bennett Fire Protection District requested an invoice for its records. *See Exhibit 24, Affidavit of Cpt. Caleb Connor, Bennett Fire; Exhibit 25, Affidavit of Chief Tim McCawley, Bennett Fire; Exhibit 26, Affidavit of Victoria Flamini.*

125. In response to its request, Murib provided the Bennett Fire Protection District with a handwritten invoice. Murib's invoice to the Bennett Fire Protection District reads as follows:

Hitachi projector repair-30 day warranty limited on MAIN printed circuit Board only. Repair-service-rebuild---circuitry board-reseat capacitor-relay-resistor-transformer-optical focus. Clean-dust-oxidation-modification-calibration-TIMMING(sic)-Balance-Fine Tune-Set up

Id.

126. As with Murib's other handwritten invoices, the invoice shows that the Bennett Fire Protection District was charged for repairs that AAAA TEVA's own projector repair technician deemed impossible. *See Exhibit 26, Affidavit of Victoria Flamini, Attachment 2. See also Exhibit 7, Affidavit of Investigator LeAnn Lopez, at ¶¶ 60-65.*

127. In similar fashion, Murib charged the Golden Plains Recreation Center, a 501(c)(3) non-profit organization located in Holyoke, Colorado, \$4,148.97 for projector repairs that AAAA TEVA's projector repair technician agrees is not possible. *See Exhibit 27, Affidavit of Robert Brandt. See also Exhibit 7, Affidavit of Investigator LeAnn Lopez, at ¶¶ 60-65.*

C. False repairs - Audio equipment

128. In addition to televisions, AAAA TEVA also advertises that it repairs audio equipment. In 2013, the City of Brighton Recreation Center contacted AAAA TEVA to repair a \$3,000 Monster Portable Water Speaker that it uses for water aerobics instruction. *See Exhibit 28, Affidavit of Trish Lemke, City of Brighton.*

129. Murib informed the City of Brighton that it would cost \$798.97 to repair the speaker. The City of Brighton agreed to the repair and requested an invoice for its records. Murib provided a handwritten invoice which stated:

Monster Water portable speaker 30 day warranty limited labor/parts on Main Power circuitry board only-service-repair-rebuild power Main Board replace power supply. reseal capacitors resistor- relay-Modification calibration-balance-alignment clean switches align-solder cold joint set up-Fine Tune

Id.

130. The Attorney General's office interviewed the AAAA TEVA audio technician who actually repaired the water speaker regarding Murib's handwritten invoice. When asked if the invoice makes much sense, the technician stated:

A. Yeah, it is hard to follow. Rebuild power main board. That doesn't make a lot of sense to me. We would repair the power supply. Clean switches, do that. Solder cold joints, we would do that. Unsure about modification, calibration, balance, alignment. The main power circuitry board is confusing to me. Typically there's a main board and a power board. It would be called something else in different places.

Q. Do you ever talk with Muhammed about stereo repair?

A. Very little.

Q. Do you find that he understands or knows stereo repair?

A. He does not.

Q. And this information, you would agree, wouldn't have come from you. That was given to the customer?

A. I see part of it might have came (*sic*) from my report.

Q. But certain things you identified don't make much sense?

A. Correct.

Q. And could you just restate the part that didn't make much sense to you?

A. Modification, calibration, balance, alignment.

Exhibit 18, *Michael Severin, Tr. 20:23-21:10*.

131. Additionally, as part of its investigation, the Attorney General's office contacted the technical representative for the distributor of the Monster Portable Water Speaker and asked him to review Murib's handwritten invoice. The technical representative was surprised by both the price of the repair and by what Murib claimed was repaired. See **Exhibit 29**, *Affidavit of Dick Hahn, Ansr Audio*.

132. The technical representative reviewed Murib's invoice and determined that Murib's claimed repairs were impossible. In his affidavit, the technical representative noted that the Monster Portable Water Speaker does not have an "adaptor resistor" and the phrase "calibration-balance-alignment" makes no sense, given that there is nothing within the speaker to calibrate, balance or align. *Id.*

133. Consumer R.S. is a Denver dentist who brought a \$10,000 amplifier to AAAA TEVA for repair after finding the company through a Google search. R.S. was charged \$889.97 for repairs that sounded questionable and he demanded an invoice. See **Exhibit 30**, *Affidavit of R.S.*

134. R.S. received a handwritten invoice, created by Murib, referencing a "main circuitry board," along with the other repairs that AAAA TEVA's own technicians have stated are not possible:

Viva Tubeamp 30 day warranty limited on MAIN circuitry Board only labor & parts-Repair-service-rebuild MAIN circuitry. reseal capacitor Resistor-relay-transformer solder Cold soldering joints. Output transistor Modification-calibration-Balance Alignment-clean-set up Fine tune

Id.

135. Subsequently, R.S. brought his amplifier to ListenUp, a Denver company that specializes in audio systems. After inspecting the amplifier, ListenUp determined that no components had been repaired or replaced. *Id.* See **Exhibit 31**, *Affidavit of Steve Meyer, Listen Up*.

136. R.S. then contacted Robert Clarke, the owner of Profundo, the U.S. distributor for Viva Audio. Mr. Clarke reviewed the AAAA TEVA invoice and stated, in an affidavit, that:

First, the AAAA invoice speaks of “Main circuitry Board.” Viva Audio amplifiers do not use circuit boards. Rather, all components are wired with point-to-point wiring. If someone at AAAA had even opened the amp, this would have been immediately apparent.

On the invoice, AAAA also claims to have “reseat”-ed a “capacitor/resistor relay.” There are no relays in the amp of any kind.

Then, the invoice lists a litany of electronics gibberish that is equally irrelevant to the amp in question, including reference to “output transistor modification/calibration.” Again, I am awed by either the ignorance or the sheer audacity in this case. Dr. S----’s amp is a class A vacuum-tube amplifier circuit, with very large tubes that are openly visible. The amp uses no transistors whatsoever.

See **Exhibit 32**, *Affidavit of Robert Clarke, Profundo*.

D. False Advertising and False Repair - Sewing Machines

137. When a consumer searches on Google for “sewing machine repair,” the first Google ad to appear is for sewingmachinerepairdenver.com, one of AAAA TEVA’s seven microsites. **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶¶ 17, 18, 24.

138. The Sewing Machine Repair Denver webpage states “We repair all sewing machines makes and models.” The web page shows the logos of eighteen (18) different sewing machine manufacturers. **Exhibit 16**, *Microsites landing pages, Sewing Machine Repair Denver*.

139. The webpage also states “If you need sewing machine repair in Denver, AAAA TV Electronics & Vacuum provides professional repair and maintenance services for ALL BRANDS of sewing machines, Serger and embroidery machines.” *Id.*

140. Despite its advertising, AAAA TEVA does not repair sewing machines. AAAA TEVA sends all the sewing machines it receives to other actual repair stores who perform the repairs.

141. D.G. is a Lakewood consumer. In June of 2014, her \$7,000 JUKI quilt sewing machine was not functioning properly. She looked online for a Denver company that could service JUKI sewing machines. Her online search led her to AAAA TEVA's microsite, sewingmachinerepairdenver.com. See **Exhibit 33**, *Affidavit D.G.*

142. Based on the website's singular emphasis on sewing machines and use of the JUKI logo, she called the listed number and made a service appointment. AAAA TEVA's mobile technicians came out to her house and quickly informed her that they would need to take the sewing machine back to the shop and she would have to pay a \$250 diagnostic fee. *Id.*

143. One month later, D.G. contacted AAAA TEVA because she had not heard anything about the repair progress. *Id.*

144. On August 31, 2014, Murib called D.G. and told her that it would cost an additional \$1,557.97 to fix her sewing machine, on top of the \$250 diagnostic fee that she already paid. Murib told her that the store had just received the needed part to fix her sewing machine, a "main circuit board." *Id.*

145. A review of AAAA TEVA's business records shows that AAAA TEVA sent its customers' sewing machines to Rocky Mountain Sewing and Vacuum, a repair shop in Denver. **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶ 24.

146. The review showed that Rocky Mountain Sewing and Vacuum provided AAAA TEVA with detailed invoices for each sewing machine it serviced or repaired. Rocky Mountain Sewing and Vacuum invoiced AAAA TEVA for the D.G. sewing machine on July 30, 2014. **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶ 24. See also **Exhibit 34**, *Affidavit, Lynn Washington, Rocky Mountain Sew and Vac.*

147. The invoice clearly shows that Rocky Mountain Sewing and Vacuum charged AAAA TEVA \$139.30 for simple cleaning and servicing. *Id.*

148. The invoice also shows that Rocky Mountain Sewing and Vacuum did not repair or replace the machine's "main circuit board," as Murib claimed. Rocky Mountain Sewing and Vacuum confirmed that no parts were required to correct the issues with D.G.'s sewing machine. *Id.*

149. A technical representative for JUKI America confirmed that Rocky Mountain Sewing and Vacuum is an authorized JUKI repair shop and that

cleaning and servicing was the appropriate solution for the reported problem. See **Exhibit 35**, *Affidavit, Elbert Shirley, JUKI America*.

150. Regarding Murib's claimed repair, JUKI America's technical representative stated that the price was "outrageous" and the customer was "scammed." The representative confirmed that AAAA TEVA is not an authorized JUKI dealer or repair shop. *Id.*

IV. Defendants engage in deceptive trade practices regarding cracked television screen repair.

151. AAAA TEVA's repair technicians and former mobile technicians expressed awareness and or concern about AAAA TEVA's practice of accepting televisions with cracked screens for repair. AAAA TEVA's technicians testified that the cost of replacing a cracked screen exceeds the cost of a comparable brand new television. AAAA TEVA's technicians testified that they have never even attempted to repair a cracked television screen. **Exhibit 13**, *Brandon Postlewait, Tr. 22:2-22:21*; **Exhibit 17**, *Steven Gonzales, Tr., Vol. I. 115:11-116:7*; **Exhibit 18**, *Michael Severin, Tr. 26:1-27:14*; **Exhibit 12**, *Andrew Carter, Tr. 25:16-29:11*.

152. Despite awareness that cracked screens are not repairable, AAAA TEVA takes in a significant number of televisions with cracked screens solely for the purpose of getting consumers to purchase new televisions from its store. **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶ 25.

153. Murib not only tells customers that it might be possible to fix their cracked television screens, he heavily advertises "cracked screen repair." **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶ 25.

154. AAAA TEVA is the only repair company in Colorado which advertises that it can fix cracked television screens. **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶¶ 17-18.

155. A simple search of "cracked TV screen" (not even "cracked TV screen repair") results in one of AAAA TEVA's microsites showing up as the first and only Google ad result, with the banner "TV Screen Repair-Get \$20 Off Repairs Above \$125." **Exhibit 6**, *E. Lopez, Tr. 111:25-115:9*; **Exhibit 43**, *cracked screen Google search results*; **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶¶ 17-18.

156. AAAA TEVA's search engine optimization consultant testified that AAAA TEVA had several online advertising "campaigns," with television repair as its primary campaign. The phrase "cracked TV screen" was a keyword within the television repair campaign. **Exhibit 6**, *E. Lopez, Tr. 59:14-63:4*.

157. At the recommendation of the SEO consultant, AAAA TEVA created a blog in order to drive internet traffic to its microsites. AAAA TEVA operates a blog called TV Repair Denver, which features AAAA TEVA's phone number and address, but without any direct reference to AAAA TEVA. **Exhibit 6**, *E. Lopez, Tr. 28:19-29:25, CID Exhibit 20; Exhibit 36, Wordpress blog-TV Repair Denver. See also Exhibit 7, Affidavit of Investigator LeAnn Lopez, at ¶ 18*.

158. Regarding cracked television screens, a September 8, 2014 blog article posted on TV Repair Denver is titled "Panasonic 60 Inch Plasma Flat Screen Repair" and shows two photos of a television. The article states:

We received this Panasonic 60 inch Plasma to repair the cracked screen in our tv repair shop. We offer a full range of television repair services to the entire Denver Metro. We carry Panasonic TV original parts and our technicians are fully qualified and have many years of experience in Panasonic television repairs us a call 303-770-6321 regarding your plasma tv repair needs.

Exhibit 36, *Wordpress blog-TV Repair Denver. See also Exhibit 7, Affidavit of Investigator LeAnn Lopez, at ¶ 18*.

159. Despite this heavy advertising, AAAA TEVA's repair technician manager testified "[w]e repair zero cracked screens." **Exhibit 17**, *Steven Gonzales, Tr., Vol. I. 115:13-115:14*.

160. A review of AAAA TEVA's repair records show that the repair technicians typically record 15 minutes of time spent on a cracked television screen, the time that it takes to look up the original manufacturer's suggested retail price for the television and the price of a replacement screen. **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez, at ¶ 75*.

161. AAAA TEVA receives customers cracked screen televisions through its advertised "in-home" television repair and at its front desk. Defendant Omar Murib is AAAA TEVA's sales manager and also responsible for repair intake at the front desk. **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez, at ¶ 74*.

162. Defendants Muhammed Murib and Omar Murib tell customers that their cracked screens may be repairable in order to lure customers to do a “trade-in” for one of the televisions that AAAA TEVA sells in its store. **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶¶ 25, 67.

163. K.B. is a Denver consumer who contacted AAAA TEVA regarding a cracked television screen. K.B. had purchased his television only two years prior for \$2,300. He found AAAA TEVA by searching online for local television repair. See **Exhibit 37**, *Affidavit of K.B.*

164. AAAA TEVA told K.B. that it could fix his television’s screen for \$200 and sent technicians to his house to pick up his television. K.B. was surprised, however, when the technicians requested payment of \$200 prior to the repair. *Id.*

165. With the technicians present, K.B. called the AAAA TEVA store and spoke to someone who assured him that AAAA TEVA could “absolutely” fix his television screen because they had thousands of televisions in their warehouse and would be able to find a replacement screen. K.B. agreed to pay \$200 upfront. *Id.*

166. Approximately one week later, K.B. received a call from AAAA TEVA informing him that it would cost \$800 to fix his screen. He did not agree to the repair, went to the store, and requested a refund of the \$200 he had paid. A store employee offered K.B. a \$200 credit toward the purchase of a new television from AAAA TEVA. K.B. continued to ask for a refund, and the employee became confrontational. K.B. left the store and then received a call from the AAAA TEVA employee telling him that the police had been called. K.B. returned to the store and after discussing what had happened with police, the AAAA TEVA employee gave him his television back. *Id.*

167. K.B.’s experience with AAAA TEVA is not atypical. From January 2013 to July of 2015, AAAA TEVA’s customers called the Centennial Police Department 38 times. Some of these calls were just to report that the business was a “scam” or that the customer had been the victim of fraud. A significant number of calls, however, required police officers to actually go to the scene either because the consumer was fearful of the business and requested a standby or to deescalate conflicts directly related to AAAA TEVA’s deceptive trade practices. **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶ 90.

168. The Better Business Bureau has given AAAA TEVA a D+ rating. In its business review, the Better Business Bureau states:

BBB has identified a pattern of complaints against this business. Specifically, consumers allege they are not notified ahead of time that the diagnostic fee of \$150 is non-refundable. Instead, consumers alleged they are lead to believe the \$150 fee is applied toward the repair fee and will likely cover the cost of all repairs - but in no complaints did the fee cover the cost of repairs. To the contrary, most repairs cost substantially more than the \$150.

Exhibit 38, *Better Business Bureau Review*. See also **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶ 18.

V. Defendants' engage in additional deceptive trade practices.

169. AAAA TEVA's webpages suggest that it carries new parts in stock and uses new parts when performing repairs. AAAA TEVA's webpages list nine different television brands and, for each brand, claims that it uses "original" parts, *i.e.* "[w]e carry Samsung televisions original parts." The webpages also state "[w]e use factory parts." See **Exhibit 39**, *AAAA TEVA examples advertising statements regarding parts*.

170. In reality, AAAA TEVA maintains a stock of used parts that it strips from televisions it retains when the televisions cannot be repaired or where the owner has told AAAA TEVA to keep the television because the repair price is too high. AAAA TEVA's repair technicians testified that AAAA TEVA always looks to its used parts inventory first for any repairs, and only orders new parts when it cannot find parts in its used inventory. Consumers are not told that used parts were put into their televisions. **Exhibit 17**, *Steven Gonzales, Tr., Vol. II. 132:8-132:22*; **Exhibit 11**, *Cody Hawkins, Tr.42:22-44:23*.

171. AAAA TEVA deceptively advertises that its technicians are experienced in sewing machine and vacuum repair, and that it carries out such repairs in its store, when in fact, AAAA TEVA relies on other actual repair stores to repair these items. **Exhibit 11**, *Cody Hawkins, Tr.98:5-99:5*; **Exhibit 16**, *Microsites landing pages*; **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶18.

172. AAAA TEVA's webpages suggest that AAAA TEVA is an authorized repair center for almost every brand of television, projector, stereo and sewing

machine. AAAA TEVA is not an authorized repair center for *any* brand of consumer electronic goods. AAAA TEVA's webpages make deceptive and unauthorized use of company brand logos, pairing the logos with statements such as "We are specialized in Samsung TV repair." AAAA TEVA's advertising deceives consumers who have attempted to find an authorized repair center to repair their electronic items. See **Exhibit 16**, *microsite pages/examples representations repair center*; **Exhibit 42**, *AAAA TEVA's ad on tvrepairmen.com*. See also **Exhibit 7**, *Affidavit of Investigator LeAnn Lopez*, at ¶¶ 18, 31-32.

173. AAAA TEVA's deceptive trade practices affect the reputation of numerous manufacturers of electronic goods through repeated misrepresentations of the repairs needed for such goods. AAAA TEVA repeatedly tells consumers that these goods require complicated repairs, such as "rebuilding" main circuitry boards, when, in fact, these items are designed to be repaired efficiently and economically.

174. All ten of the listed claims for relief apply to Defendants County Line Vacuum & Appliance dba AAAA Television Electronic Vacuum & Appliance and Muhammed Murib, Individually. The Ninth Claim for relief applies to all Defendants, including Defendant Omar Murib, Individually.

FIRST CLAIM FOR RELIEF

(Bait and Switch Advertising: Refusal to offer the services advertised, C.R.S. § 6-1-105(n)(I))

175. Plaintiff incorporates herein by reference all of the allegations contained in paragraphs 1 through 172 of this Complaint.

176. Through the above-described conduct in the course of their business, occupation or vocation, Defendants have violated the Colorado Consumer Protection Act, C.R.S. § 6-1-105(n)(I) by advertising through Google ads, its own websites, and yellow page advertising, that they provide in-home television repair and projector repair when, in fact, Defendants send untrained employees to pretend that they are repairing these items and then bring them back to the AAAA TEVA store so that higher prices can be charged. Defendants do not offer in-home television and projector repair as advertised.

177. By means of the above-described unlawful deceptive trade practices, Defendants deceived, misled, and unlawfully acquired money from Colorado consumers.

SECOND CLAIM FOR RELIEF

(Knowingly makes a false representation as to the characteristics and benefits of a service, C.R.S. § 6-1-105(e))

178. Plaintiff incorporates herein by reference all allegations contained in paragraphs 1 through 172 of this Complaint.

179. Through the above described course of business, Defendants have violated the Colorado Consumer Protection Act, C.R.S. § 6-1-105(e), by misrepresenting to consumers the nature and extent of repairs that were never made.

180. By means of the above-described unlawful deceptive trade practices, Defendants have deceived, misled, and unlawfully acquired money from Colorado consumers.

THIRD CLAIM FOR RELIEF

(Knowingly makes a false representation as to the characteristics and benefits of a service, C.R.S. § 6-1-105(e))

181. Plaintiff incorporates herein by reference all allegations contained in paragraphs 1 through 172 of this Complaint.

182. Defendants have violated the Colorado Consumer Protection Act, C.R.S. § 6-1-105(e), by knowingly representing that they have “specialized” field technicians and trucks which are “fully equipped” to repair consumers’ electronic goods in the consumer’s home.

183. By means of the above-described unlawful deceptive trade practices, Defendants have deceived, misled, and unlawfully acquired money from Colorado consumers.

FOURTH CLAIM FOR RELIEF

(Advertises services with intent to not sell them as advertised, C.R.S. § 6-105(i))

184. Plaintiff incorporates herein by reference all of the allegations contained in paragraphs 1 through 172 of this Complaint.

185. Through the above-described conduct in the course of their business, occupation or vocation, Defendants have violated the Colorado Consumer Protection Act, C.R.S. § 6-1-105 (i), by advertising in-home television repair while providing their employees with incentives to not repair televisions in the consumer's home.

186. By means of the above-described unlawful deceptive trade practices, Defendants have deceived, misled, and unlawfully acquired money from Colorado consumers.

FIFTH CLAIM FOR RELIEF

(Makes false or misleading statements of fact concerning the price of services, C.R.S. § 6-1-105(l))

187. Plaintiff incorporates herein by reference all of the allegations contained in paragraphs 1 through 172 of this Complaint.

188. Through the above-described conduct in the course of their business, occupation or vocation, Defendants have violated the Colorado Consumer Protection Act, C.R.S. § 6-1-105(l), by falsely representing to consumers that they have performed certain repairs that they have not, in order to charge higher prices to the consumer.

189. By means of the above-described unlawful deceptive trade practices, Defendants have deceived, misled, and unlawfully acquired money from Colorado consumers.

SIXTH CLAIM FOR RELIEF

(Knowingly makes a false representation as to the source of services, C.R.S. § 6-1-105(b))

190. Plaintiff incorporates herein by reference all of the allegations contained in paragraphs 1 through 172 of this Complaint.

191. Through the above-described conduct in the course of their business, occupation or vocation, Defendants have violated the Colorado Consumer Protection Act, C.R.S. § 6-1-105(b), by representing that they are they are experienced in sewing machine and vacuum repair, and they carry out such repairs, when in fact, Defendants rely on other actual repair stores to repair these items.

192. By means of the above-described unlawful deceptive trade practices, Defendants have deceived, misled, and unlawfully acquired money from Colorado consumers.

SEVENTH CLAIM FOR RELIEF

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

193. Plaintiff incorporates herein by reference all of the allegations contained in paragraphs 1 through 172 of this Complaint.

194. Through the above-described conduct in the course of their business, occupation or vocation, Defendants have violated the Colorado Consumer Protection Act, C.R.S. § 6-1-105(u), by failing to disclose that its mobile technicians lacked the technical knowledge and experience to repair consumers' televisions and projections systems in consumers' homes and did not carry the equipment or parts to effect these types of repairs. The failure to disclose this information was intended to induce the consumer into a transaction.

195. By means of the above-described unlawful deceptive trade practices, Defendants have deceived, misled, and unlawfully acquired money from Colorado consumers.

EIGHTH CLAIM FOR RELIEF

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

196. Plaintiff incorporates herein by reference all of the allegations contained in paragraphs 1 through 172 of this Complaint.

197. Defendants have violated C.R.S. § 6-1-105(u) by not disclosing in their advertising that they send items such as sewing machines and vacuum cleaners to other stores for repairs. The failure to disclose this information was intended to induce the consumer into a transaction.

198. By means of the above-described unlawful deceptive trade practices, Defendants have deceived, misled, and unlawfully acquired money from Colorado consumers.

NINTH CLAIM FOR RELIEF

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

199. Plaintiff incorporates herein by reference all of the allegations contained in paragraphs 1 through 171 of this Complaint.

200. Through the above-described conduct in the course of their business, occupation or vocation, Defendants have violated the Colorado Consumer Protection Act, C.R.S. § 6-1-105(u), by advertising they repair cracked television screens and failing to disclose that such repair is cost-prohibitive to the consumer, and that they never repair cracked television screens. Defendants fail to disclose this information in order to induce the consumer into a transaction, specifically to have the consumer pay a diagnostic fee and be pressured into purchasing a new television from the Defendants.

201. By means of the above-described unlawful deceptive trade practices, Defendants have deceived, misled, and unlawfully acquired money from Colorado consumers.

TENTH CLAIM FOR RELIEF

(Knowingly makes a false representation as to affiliation, connection, or association with or certification by another C.R.S. § 6-105(c))

202. Plaintiff incorporates herein by reference all of the allegations contained in paragraphs 1 through 172 of this Complaint.

203. Through the above-described conduct in the course of their business, occupation or vocation, Defendants have violated the Colorado Consumer Protection Act, C.R.S. § 6-1-105(c), by presenting themselves as authorized repair centers for numerous brands of electronics items, when in fact, they are not.

204. By means of the above-described unlawful deceptive trade practices, Defendants have deceived, misled, and unlawfully acquired money from Colorado consumers.

RELIEF REQUESTED

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

A. An order declaring Defendants' above-described conduct to be in violation of the Colorado Consumer Protection Act, Colo. Rev. Stat. § 6-1-105(n)(I),(e),(i)(l),(b),(c) and (u).

B. An order permanently enjoining Defendants, their officers, directors, successors, assigns, agents, employees, and anyone in active concert or participation with any Defendant with notice of such injunctive orders, from engaging in any deceptive trade practices as defined in and proscribed by the CCPA and as set forth in this Complaint.

C. Appropriate orders necessary to prevent Defendants' continued or future deceptive trade practices.

D. For a judgment in an amount to be determined at trial for restitution, disgorgement, or other equitable relief pursuant to Colo. Rev. Stat. § 6-1-110(1) (2015).

E. An order requiring Defendants to forfeit and pay to the General Fund of the State of Colorado, civil penalties in an amount not to exceed \$2,000 per violation pursuant to Colo. Rev. Stat. § 6-1-112(1)(a) (2013), or \$10,000 per violation pursuant to Colo. Rev. Stat. § 6-1-112(1)(c).

F. An order requiring Defendants to pay the costs and expenses of this action incurred by the Attorney General, including, but not limited to, Plaintiff's attorney fees, pursuant to Colo. Rev. Stat. § 6-1-113(4) (2015).

G. Any such further orders as the Court may deem just and proper to effectuate the purposes of the CCPA.

Dated this 3rd day of November, 2015.

CYNTHIA H. COFFMAN
Attorney General

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