

DISTRICT COURT, DENVER COUNTY, COLORADO Court Address: 1437 Bannock Street, Rm 256, Denver, CO, 80202	DATE FILED: February 27, 2015 10:30 AM CASE NUMBER: 2015CV30672 <p style="text-align: center;">⚠ COURT USE ONLY ⚠</p>
Plaintiff(s) ST OF COLO v. Defendant(s) SUBSCRIBER SERV INC et al.	
Order: Re Plaintiff's Motion for Temporary Restraining Order and Preliminary Injunction	

The motion/proposed order attached hereto: GRANTED.

Hearing for preliminary injunction set March 11, 2015 at 8:30.

Issue Date: 2/27/2015



MICHAEL JAMES VALLEJOS
 District Court Judge

DISTRICT COURT, DENVER CITY AND COUNTY, COLORADO 1437 Bannock Street Denver, Colorado 80202	
<hr/> 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.	<p style="text-align: center;">▲ COURT USE ONLY ▲</p> <hr/> Case No.: Div.:
[PROPOSED] ORDER ON PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION	

The Court, having reviewed the Complaint, Plaintiff's *Ex Parte* Motion for Temporary Restraining Order, Preliminary Injunction, and Asset Freeze, and being fully advised in the premises,

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

1. This Court has jurisdiction in the matter presented herein by virtue of Colo. Rev. Stat. § 6-1-110(1) (2014) and Rule 65, C.R.C.P.
2. This Court is expressly authorized to issue a Temporary Restraining Order to enjoin ongoing violations of the Colorado Consumer Protection Act ("CCPA") by Colo. Rev. Stat. § 6-1-110(1):

Whenever the attorney general or a district attorney has cause to believe that a person has engaged in or is engaging in any deceptive trade practice listed in section 6-1-105 or part 7 of this article, the attorney general or district attorney may apply for and obtain, in an action in the appropriate district court of this state, a temporary restraining order or injunction, or both, pursuant to the Colorado rules of civil procedure, prohibiting such person from continuing such practices, or engaging therein, or doing any act in furtherance thereof. The court may

make such orders or judgments as may be necessary to prevent the use or employment by such person of any such deceptive trade practice or which may be necessary to completely compensate or restore to the original position of any person injured by means of any such practice or to prevent any unjust enrichment by any person through the use or employment of any deceptive trade practice.

Colo. Rev. Stat. § 6-1-110(1).

4. Plaintiffs have shown from specific facts by affidavit or by testimony that Defendants' deceptive practices are injurious to the public and that continued violations, if not enjoined, will cause immediate and irreparable injury, loss or damage. *Baseline Farms Two, LLP v. Hennings*, 26 P.3d 1209, 1212 (Colo. App. 2001); *Lloyd A. Fry Roofing Co. v. State Dept. of Air Pollution*, 553 P.2d 200 (Colo. 1976); *Rathke v. MacFarlane*, 648 P.2d 648 (Colo. 1982). Immediate and irreparable injury to additional consumers will occur without a temporary restraining order because Defendants will continue to deceive consumers into Defendants' \$1,297.20 payment plan by falsely promising to send them a "\$250 gift voucher" in exchange for the purchase of one magazine subscription at a "reduced price." As set forth in the Complaint and the affidavits accompanying Plaintiff's Motion, many consumers have suffered financial loss and inconvenience as a result of Defendants' deceptive business practices. Defendants are also aggressively collecting from consumers, including from consumers who cannot afford Defendants' monthly payment, and forcing consumers to cancel financial accounts.

5. In view of the continuing and serious harm to consumers as outlined in the evidence and affidavits submitted by Plaintiff, the entry of a temporary restraining order is necessary and appropriate.

6. Pursuant to C.R.C.P. Rule 65(c), Plaintiff is not required to provide a security bond.

IT IS HEREBY ORDERED PURSUANT TO C.R.S. § 6-1-110(1) AS FOLLOWS:

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

1. Collecting, processing, or depositing any money or payment from any consumer whom Defendants offered a "\$250 gift voucher" prior to the date of this Order;

2. Advertising or representing, whether orally or in writing, to any consumer that the consumer has been “selected” or chosen for any sale or promotion by Defendants;
3. Advertising or representing, whether orally or in writing, that a consumer will receive a gift, a voucher, a reward, or anything of value in connection with any magazine solicitation;
4. Advertising or representing that Defendants are offering a “reduced” or “discounted” price for magazines without clearly and conspicuously explaining the details of the reduction or discount, including the total price of the magazine order prior to the discount or reduction and the total price of the magazine order after the discount or reduction;
5. Requesting or receiving any consumer financial information without clearly explaining – prior to the receipt of any consumer financial information – the total amount of money the consumer will be expected to pay and the specific details of any payment plan.
6. Making any false or misleading representations to consumers in connection with magazine solicitations;
7. Making any false or misleading representations to consumers in connection with customer service or collections calls;
8. Collecting, processing, or depositing any money or payment from any consumer prior to the consumer’s receipt of written confirmation from Defendants that clearly explains Defendants’ payment plan and the total price and what the consumer will receive for that price.
9. With specific regard to “renewal” solicitations, renewing the order of any consumer without informing the consumer, at the outset of the call: 1) that the purpose of the call is to solicit renewal of the consumer’s order, which the consumer will have to pay for; 2) the total balance owed by the consumer on any and all prior accounts; and 3) the total price, Defendants’ payment plan, and what the consumer will receive for that price;
10. Engaging in any deceptive trade practices as defined in the Colorado Consumer Protection Act, C.R.S. § 6-1-105(1);

ENTERED this ____ day of _____, 2014, at ____ o'clock.

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

Subject to the foregoing and unless otherwise directed by the Court, this Order shall expire on _____, 2014 at ____ o'clock.

BY THE COURT:

District Court Judge

Attachment to Order 2015CV30672