

DISTRICT COURT, CITY AND COUNTY OF
DENVER, COLORADO

1437 Bannock Street, Room 256
Denver, Colorado 80202

STATE OF COLORADO, ex rel. JOHN W.
SUTHERS, ATTORNEY GENERAL,

Plaintiff,

v.

BOOBIES ROCK!, INC, a/k/a , THE SE7VEN
GROUP, a California corporation, SAY NO 2
CANCER, and ADAM COLE SHRYOCK,
individually.

Defendants.

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▲ COURT USE ONLY

Case No.:

COMPLAINT

Plaintiff, the State of Colorado, upon relation of John W. Suthers, Attorney General for the State of Colorado, by and through undersigned counsel, states and alleges as follows:

INTRODUCTION

1. The Colorado Attorney General brings this action on behalf of the State of Colorado pursuant to the Colorado Charitable Solicitations Act, Colo. Rev. Stat. §§ 6-16-101 *et seq.* (“CCSA”), and the Colorado Consumer Protection Act, Colo. Rev. Stat. §§ 6-1-101 *et seq.* (“CCPA”), to enjoin and restrain the Defendants from engaging in certain deceptive trade practices, including acts of charitable fraud, as well as for statutorily mandated civil penalties, for disgorgement, restitution, and for other relief as provided in the CCSA, and the CCPA.

PARTIES

2. John W. Suthers is the duly elected Attorney General of the State of Colorado, and is authorized to enforce the CCPA and the CCSA.

3. Defendant Boobies Rock!, Inc. (“BR”), a/k/a The Se7ven Group, is a California corporation located at 1045 Meteor Place, Castle Rock, Colorado 80108.

4. Defendant Say No 2 Cancer (“SN2C”) is an organization with no known state of incorporation and is operated out of 1045 Meteor Place, Castle Rock, Colorado 80108. According to its promotional materials, “Say No 2 Cancer is a Denver, Colorado based organization established to provide financial assistance to those affected by cancer.” SN2C further represents that it is a “nationwide non-profit” and has been approved by the United States Internal Revenue Service (“IRS”) to operate as a 501(c)(3) tax-exempt organization.

5. Defendant Adam Cole Shryock (“Shryock”) is the owner and operator of BR and of SN2C, and resides at 1045 Meteor Place, Castle Rock, Colorado 80108. Shryock is intimately involved in all aspects of the operations of BR and SN2C, and has formulated, directed, controlled, supervised or participated in the alleged unlawful acts or practices of those organizations.

JURISDICTION AND VENUE

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

7. Under section Colo. Rev. Stat. § 6-1-103, venue is proper in the City and County of Denver as to all Defendants, because Defendants' deceptive trade practices and transactions involving deceptive trade practices occurred in the City and County of Denver.

RELEVANT TIMES

8. The conduct that gives rise to the claims for relief contained in this Complaint began in 2011 and has continued through the present.

PUBLIC INTEREST

9. Through the unlawful practices of their business, vocation, or occupation the Defendants have deceived, misled, and financially injured consumers in and outside Colorado. Specifically, the Defendants misled thousands of consumers into believing that they were giving money to cancer-related charities, when in fact consumers were giving money to a for-profit business that provided very little money to charity. Accordingly, Defendants have repeatedly violated the Colorado Charitable Solicitations Act and the Colorado Consumer Protection Act.

10. Therefore, Plaintiff believes these legal proceedings are in the public interest and are necessary to safeguard citizens both inside and outside Colorado from the Defendants' charitable fraud and deceptive business practices.

STATUTORY BACKGROUND

A. The Colorado Charitable Solicitations Act

11. The CCSA was passed by the legislature after it found that "fraudulent charitable solicitations are a widespread practice in this state which results in millions of dollars of losses to contributors and legitimate charities each year." Colo. Rev. Stat. § 6-16-102. Accordingly, the legislature passed the Act to "protect the public's interest in making informed choices as to which charitable causes should be supported." *Id.*

12. The CCSA defines “solicit” as follows:

"Solicit" or "solicitation" means to request, or the request for, directly or indirectly, money, credit, property, financial assistance, or any other thing of value on the plea or representation that such money, credit, property, financial assistance, or other thing of value, or any portion thereof, will be used for a charitable purpose or will benefit a charitable organization. The term "solicit" or "solicitation" shall include, but need not be limited to, the following methods of requesting or securing such money, credit, property, financial assistance, or other thing of value:

...

(b) Any sale or attempted sale of or any offer to sell any . . . merchandise, . . . or other tangible item in which any appeal is made for any charitable organization or purpose, or for which the name of any charitable organization is used or referred to in any such appeal as an inducement or reason for making any such sale, or for which any statement is made that the proceeds or any portion thereof from such sale will be used for any charitable purpose or will benefit any charitable organization. A "solicitation" shall be deemed to have taken place whether or not the person making the "solicitation" receives any contribution.

Colo. Rev. Stat. § 6-16-103(10)

13. The CCSA prohibits “charitable fraud,” which is committed when a person:

(b) Knowingly solicits any contribution and, in aid of or in the course of such solicitation, utilizes the name or symbol of another person or organization without

written authorization from such person or organization for such use;

...

(g) With intent to defraud, devises or executes a scheme or artifice to defraud by means of a solicitation or obtains money, property, or services by means of a false or fraudulent pretense, representation, or promise in the course of a solicitation. A representation may be any manifestation of any assertion by words or conduct, including, but not limited to, a failure to disclose a material fact;

(h) Represents or causes another to represent that contributions are tax-deductible unless they so qualify under the federal internal revenue code;

(i) Represents or causes another to represent that a contribution to a charitable organization will be used for a purpose other than the purpose for which the charitable organization actually intends to use such contribution;

(j) Represents or causes another to represent that a greater portion of the contribution will go to a charitable organization than the actual portion that will go to such organization;

...

(l) Represents or causes another to represent that the solicitor has a sponsorship, approval, status, affiliation, or connection with an organization or purpose that the solicitor does not actually have;

Id. § 6-16-111(1)(b), (g), (h), (i), (j), and (l).

B. The Consumer Protection Act

14. The CCPA prohibits deceptive trade practices as set forth in the statute. *Id.* § 6-1-105. Any violation of the CCSA is a deceptive trade practice under the CCPA. *Id.* §§ 6-1-105(1)(hh), 6-16-111(5). Additionally, a person engages in a deceptive trade practice when, in the course of the person’s business, said person:

(c) Knowingly makes a false representation as to affiliation, connection, or association with or certification by another;

...

(u) 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.

Id. § 6-1-105(1)(c) and (u).

15. Any violation of the CCSA is a deceptive trade practice under the CCPA and subjects the violator to the CCPA’s penalties. *Id.* §§ 6-1-105(1)(hh), 6-16-111(5).

GENERAL ALLEGATIONS

A. Boobies Rock!, Inc.

16. Defendant Shryock started BR in approximately September 2010, incorporating it in California on April 12, 2011. Shryock is the owner and sole officer of BR, and has directed, controlled and supervised the business at all relevant times.

17. According to Shryock, Se7ven Group was the predecessor to BR, although Shryock may still conduct some business under that name. One of Shryock’s employees, Alexandra Kelly, represents herself to be a current Promotional Hiring/Training Manager for Se7ven Group, and SN2C to be one of her current projects. Shryock additionally represented himself to be employed by the Se7ven Group as recently as February 2013.

18. Defendant Shryock originally ran BR from San Francisco, California. Shryock relocated himself and BR to Castle Rock, Colorado on approximately February 27, 2012, and began operating BR from Colorado at that time.

19. On its website, www.boobiesrockstore.org, BR states:

[BR] has quickly grown to become one of the leading advocates for the awareness of breast cancer across the U.S. Our mission is simple; to create awareness through fun, fashionable and humorous clothing and accessories.

20. Defendant BR further represents on its website that it makes donations to several breast cancer-related charities, and that it occasionally does fundraisers for individuals suffering from breast cancer.

21. Defendant BR sells t-shirts, beer koozies, bracelets, and other items with images and/or slogans that are pro-breast or anti-cancer. Although it sells these items on its website, the bulk of BR's business is conducted through in-person sales at bars and sporting events. BR will send two or more female promotional models to a bar or to a tailgating event to walk around and sell its merchandise.

22. BR held its "promotions" all over the country, and held promotions in Colorado, primarily in Denver, from approximately February 27, 2012 through November 18, 2012.

23. Shryock and his employees instructed promotional models to approach potential customers and represent that they were "taking donations" rather than selling merchandise. The models were further instructed to refer to BR as a "charitable company" and to only disclose that BR was a for-profit entity if asked.

24. Shryock told models to tell customers that a percentage of the BR's net proceeds would go to charity. Some models report that they were told to say anywhere from 40% to 80-90% of BR revenue went to charity, others were told to be vague about the amount of money going to charity.

25. Oftentimes consumers would opt to make a cash donation to BR rather than purchase any merchandise. These donations were co-mingled with merchandise revenues.

26. Several of the bars where BR sold merchandise were under the impression that BR was a charity. BR promotions managers told bars that BR was taking contributions for breast cancer related causes, and that all of the proceeds would go to said causes. Bar managers state that had they known that BR was a for-profit company they would not have allowed BR models to come in and sell merchandise.

27. After each event, the promotional models would remit all proceeds to a promotions manager, who would then pay the models a percentage of the proceeds, pay herself a percentage of the proceeds, and bring the remaining monies either directly to Shryock's home/office, or deposit them into a bank account designated by Shryock. Models accepted cash or credit cards, although the majority of proceeds were in cash.

28. BR maintains bank accounts at Bank of America and Wells Fargo, and instructed models that they could deposit monies in either account. The Bank of America account is in the name of the Se7ven Group, and the Wells Fargo accounts are in the name of Boobies Rock.

29. From June 2011 through December 2012, BR had deposits of \$1,074,323.26 in its primary operating account at Wells Fargo. Of those monies, \$583,400 were cash deposits.

30. Shryock made numerous charges of a personal nature to the Bank of America account, including charges to friendfinder.com, an online dating website, Molly Maids, and several restaurants and bars.

31. Similarly, Shryock used the Wells Fargo Account for personal expenditures. In February 2013, Shryock purchased a BMW using \$18,500 from the BR Wells Fargo account.

32. BR regularly invoked the names of legitimate breast cancer charities in its fundraising appeals. However, none of those charities gave permission to BR to use their names, and BR/Shryock was giving little or no money to these organizations unless forced to do so.

33. From March 2012 until approximately November 2012, Shryock instructed models to say that BR was “partnering with” or raising money on behalf of the Pink Fund, a Michigan-based breast cancer charity. Shryock told models that BR had pledged \$50,000 to Pink Fund, and that models should tell customers that BR was attempting to meet this fundraising goal.

34. BR company documents stated that 40% of all purchases would be donated to the Pink Fund for a period of six months, or until the \$50,000 goal was reached.

35. In fact, Pink Fund had never partnered with BR nor consented to BR using the Pink Fund name in soliciting funds. In the fall of 2012, Pink Fund discovered that BR was using its name to sell BR merchandise and advised BR that it needed to cease and desist using its name in BR’s solicitations. BR ultimately gave Pink Fund \$50,000 to avoid a lawsuit. Prior to this payment, BR had not given any money to Pink Fund.

36. Similarly, on its website, BR states that it made a \$25,000 donation to the Young Survival Coalition (“YSC”), and has made smaller donations to the Breast Cancer Resource Center of Texas, the Linda Creed Breast Cancer Foundation, TBCC (Tennessee Breast Cancer Coalition) and Gateway of Hope. *See Exhibit A.*

37. BR did make a \$25,000 donation to YSC in December 2011, but did so to settle a lawsuit. YSC has not given BR permission to use its name or trademark in solicitation materials.

38. The “smaller” donations BR made to other charities are *de minimus* donations that do not approach the claims by BR that 40-90% of BR’s net revenue will go to charity.

39. For example, BR made a \$250 donation to the Breast Cancer Resource Center of Texas on September 6, 2011. The Resource Center has not received any further donations from BR, and it never gave BR permission to use its name in solicitation materials.

40. On August 24, 2011, Shryock made a \$100 donation to the Linda Creed Breast Cancer Foundation with his personal credit card after someone from BR had contacted the charity about donating to it. Neither BR nor Shryock have made any further donations to the Linda Creed Breast Cancer Foundation,

and the Foundation has never given BR permission to use its name in solicitations.

41. In September 2011, the executive director of TBCC (Tennessee Breast Cancer Coalition) was contacted by a BR manager, Kellie Gazich, who requested that TBCC and BR enter into an oral agreement whereby BR would donate a portion of every sale to TBCC. The executive director talked briefly with Gazich about TBCC's guidelines on partnerships, and sent Gazich a copy of a contract. The contract was never signed or executed.

42. The TBCC executive director mailed a box of informative pamphlets to Gazich, and then never heard back from anyone at BR.

43. TBCC eventually learned that BR promotional models were at various bars and sporting events representing that BR was partnered with TBCC and were seen passing out the pamphlets TBCC had provided to BR.

44. After several attempts at contacting BR, the TBCC executive director was able to speak to Shryock. Shryock told TBCC that BR was recently sued and ordered to pay a charity \$25,000, so they did not have much to send to TBCC. Shryock sent a payment via personal credit card for \$250 to TBCC, but no other donations were ever made. TBCC requested that BR stop using the TBCC name in solicitations.

45. In approximately December 2011, Shryock made a \$100 donation to Gateway to Hope, a St. Louis, Missouri-based charity through PayPal, which he subsequently attempted to rescind.

46. Around the same time, Gateway to Hope received inquiries from bar owners and patrons, who had made donations to BR, asking if Gateway to Hope was partnered with BR. Patrons reported to Gateway to Hope that they thought they were making a donation to Gateway to Hope through BR and did not understand why credit card statements reflected charges going to BR, not Gateway to Hope.

47. Upon receiving these calls, Gateway to Hope looked on Facebook and other websites and found BR was representing that it was partnered with Gateway to Hope in holding several promotional events. Gateway to Hope contacted BR and instructed BR to refrain from stating that BR was in any way affiliated with Gateway to Hope.

48. On May 13, 2013, Gateway to Hope received an email from a consumer asking if Gateway to Hope was affiliated with BR, causing the charity to believe that BR was again actively soliciting money and using Gateway to Hope in its solicitations.

49. BR also used Pink Lotus Petals (“PLP”) and the Shanti Organization (“Shanti”), two California-based charities in its solicitation efforts.

50. BR entered into an agreement with PLP to allow BR to use its name in selling merchandise. PLP subsequently decided to rescind the agreement. PLP made numerous attempts to contact BR, but calls were never returned, and it took BR over a year to cease claiming that money raised would go to PLP. BR never gave any money to PLP.

51. BR never obtained Shanti’s permission to use its name in selling BR merchandise. However, BR used Shanti’s name in solicitations until contacted numerous times by Shanti. BR never donated any money to Shanti.

B. Say No 2 Cancer

52. In January 2013, Shryock started SN2C. Shryock began placing ads on websites such as craigslist.com and marketingrockstar.com looking for promotional models and managers. He also created Facebook pages for SN2C and created a website, www.sayno2cancer.com.

53. The SN2C website lists 707-797-7622 as the phone number for the organization. On February 23, 2013, Shryock listed the same phone number as his work phone number on a credit application for a vehicle purchase. Additionally, SN2C receives mail at Shryock’s 1045 Meteor Place address in Castle Rock, Colorado.

54. The job postings on craigslist.com indicate that SN2C has been actively recruiting models and promotional managers in College Station, PA, Austin, TX, Kansas City, MO, Atlanta, GA; and numerous cities in California. Job postings on marketingrockstar.com for SN2C, entitled “National Nonprofit Seeking a Highly Motivated Passionate Team Lead,” sought applicants in Florida, Mississippi, Arkansas, Alabama and Louisiana.

55. SN2C's Facebook pages show that it has also been active in West Virginia, Kentucky and Oklahoma.

56. Solicitation materials for SN2C state that it is a Denver, Colorado based organization that provides financial assistance to those affected by cancer. SN2C materials state that SN2C is a nonprofit organization and a "nationwide 501(c)(3)." According to one flyer posted on its Facebook page, SN2C was approved to become a national, 501(c)(3) tax-exempt organization on February 19, 2013. *See Exhibit B.* The flyer additionally gives SN2C's Tax ID number as 46-2070138.

57. SN2C additionally represents that it has contributed more than \$350,000 over the past two years to cancer patients or cancer-related programs, even though it has only been in existence since January 2013. *See Exhibit C.*

58. SN2C is not incorporated in Colorado or any other jurisdiction as a nonprofit entity.

59. The IRS has no record of SN2C as an approved 501(c)(3) tax-exempt organization. Nor does the IRS have the Tax ID Number 46-2070138 associated with any approved 501(c)(3) tax-exempt organization.

60. The SN2C business model is the same as the business model for BR. SN2C hires promotional managers and models throughout the United States that sell SN2C merchandise at bars and tailgating events. Models are instructed to represent that 100% of net proceeds from merchandise sales will go to SN2C, that patrons are welcome to make donations in lieu of purchasing merchandise, 100% of which will go to SN2C. Models are paid between \$10-\$20 per hour based upon the revenue generated at events.

61. Shryock instructs SN2C promotional managers to obtain money orders, leave the payee line blank, and send the money orders to Shryock's 1045 Meteor Place Address in Castle Rock, Colorado.

62. At least one such money order was cashed with the payee ultimately filled in as "Boobies Rock."

FIRST CLAIM FOR RELIEF

(Using Organizations' Names in Solicitations Without Written Authorization – Defendants BR and Shryock)

63. Plaintiff incorporates herein by reference all of the allegations contained in Paragraphs 1 through 62 of this Complaint.

64. Through the above-described conduct in the course of its business, occupation or vocation, Defendants have violated the CCSA, Colo. Rev. Stat. § 6-16-111(1)(b) and the CCPA, Colo. Rev. Stat. § 6-1-105(1)(hh) by using the names of various charities, including Pink Fund, YSC, Breast Cancer Resource Center of Texas, Linda Creed Breast Cancer Foundation, TBCC, and Gateway of Hope in solicitations for donations without their permission.

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

SECOND CLAIM FOR RELIEF

(False Pretenses – All Defendants)

66. Plaintiff incorporates herein by reference all of the allegations contained in Paragraphs 1 through 65 of this Complaint.

67. Through the above-described conduct in the course of its business, occupation or vocation, Defendants Shryock and BR have violated the CCSA, Colo. Rev. Stat. § 6-16-111(1)(g) and the CCPA, Colo. Rev. Stat. § 6-1-105(1)(hh) by intentionally misrepresenting to consumers that BR was “taking donations” for charitable causes rather than primarily selling merchandise for a profit..

68. Additionally, Defendants Shryock and SN2C have violated the CCSA, Colo. Rev. Stat. § 6-16-111(1)(g) and the CCPA, Colo. Rev. Stat. § 6-1-105(1)(hh) by intentionally misrepresenting to consumers that SN2C was a nonprofit, approved tax-exempt organization collecting charitable donations.

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

THIRD CLAIM FOR RELIEF
(Misrepresenting Contributions to be Tax-Deductible – Defendants
Shryock and SN2C)

70. Plaintiff incorporates herein by reference all of the allegations contained in Paragraphs 1 through 69 of this Complaint.

71. Through the above-described conduct in the course of its business, occupation or vocation, Defendants Shryock and SN2C have violated the CCSA, Colo. Rev. Stat. § 6-16-111(1)(h) and the CCPA, Colo. Rev. Stat. § 6-1-105(1)(hh) by misrepresenting that SN2C is an approved 501(c)(3) tax-exempt organization and that donations to SN2C would be considered tax-deductible.

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

FOURTH CLAIM FOR RELIEF
(Misrepresenting Purpose for Which Charitable Contribution Will Be Used – All
Defendants)

73. Plaintiff incorporates herein by reference all of the allegations contained in Paragraphs 1 through 72 of this Complaint.

74. Through the above-described conduct in the course of its business, occupation or vocation, Defendants have violated the CCSA, Colo. Rev. Stat. § 6-16-111(1)(i) and the CCPA, Colo. Rev. Stat. § 6-1-105(1)(hh) by, representing that contributions to BR and SN2C would go to cancer-related causes when, in fact, very little of the money raised by these organizations went to cancer-related causes and instead went to Shryock for his personal benefit.

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

FIFTH CLAIM FOR RELIEF

(Misrepresenting Portion of Contribution That Will Go To Charity – All Defendants)

76. Plaintiff incorporates herein by reference all of the allegations contained in Paragraphs 1 through 75 of this Complaint.

77. Through the above-described conduct in the course of its business, occupation or vocation, Defendants have violated the CCSA, Colo. Rev. Stat. § 6-16-111(1)(j) and the CCPA, Colo. Rev. Stat. § 6-1-105(1)(hh) by misrepresenting the amount of each contribution that would go to cancer-related causes.

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

SIXTH CLAIM FOR RELIEF

(Misrepresenting That Solicitor Has An Approval, Affiliation, or Connection With An Organization – All Defendants)

79. Plaintiff incorporates herein by reference all of the allegations contained in Paragraphs 1 through 78 of this Complaint.

80. Through the above-described conduct in the course of its business, occupation or vocation, Defendants Shryock and BR have violated the CCSA, Colo. Rev. Stat. § 6-16-111(1)(1) and the CCPA, Colo. Rev. Stat. § 6-1-105(1)(hh) by misrepresenting that BR had “partnered” with breast cancer charities to raise money for those organizations when no such partnership existed.

81. Additionally, Defendants Shryock and SN2C have violated the CCSA, Colo. Rev. Stat. § 6-16-111(1)(1) and the CCPA, Colo. Rev. Stat. § 6-1-105(1)(hh) by misrepresenting that SN2C had been approved by the IRS to act as a 501(c)(3) tax-exempt organization.

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

SEVENTH CLAIM FOR RELIEF

(Knowingly Making a False Representation as to Affiliation, Connection or Association With or Certification by Another – All Defendants)

83. Plaintiff incorporates herein by reference all of the allegations contained in Paragraphs 1 through 82 of this Complaint.

84. Through the above-described conduct in the course of its business, occupation or vocation, Defendants Shryock and BR have violated the CCPA, Colo. Rev. Stat. § 6-1-105(1)(c) by misrepresenting that BR had “partnered” with breast cancer charities to raise money for those organizations when no such partnership existed.

85. Additionally, Defendants Shryock and SN2C have the CCPA, Colo. Rev. Stat. § 6-1-105(1)(c) by misrepresenting that SN2C had been approved by the IRS to act as a 501(c)(3) tax-exempt organization.

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

EIGHTH CLAIM FOR RELIEF

(Failure to Disclose Material Information to Induce Consumers Into Transaction – All Defendants)

87. Plaintiff incorporates herein by reference all of the allegations contained in Paragraphs 1 through 86 of this Complaint.

88. Through the above-described conduct in the course of its business, occupation or vocation, Defendants Shryock and BR have violated the CCPA, Colo. Rev. Stat. § 6-1-105(1)(u) by misrepresenting that BR is a “charitable organization” that donated the vast majority of net proceeds from merchandise sales to breast cancer-related causes when, in fact, BR is a for-profit entity that gives very little money to breast cancer-related causes.

89. Additionally, Defendants Shryock and SN2C have violated the CCPA, Colo. Rev. Stat. § 6-1-105(1)(u) by misrepresenting that the proceeds raised through SN2C merchandise sales were tax-deductible when, in fact, they were not.

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

RELIEF REQUESTED

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

A. An order declaring Defendants' above-described conduct to be in violation of the Colorado Charitable Solicitations Act, Colo. Rev. Stat. § 6-16-111(1) (b), (g), (i), (j), and (l), and the Colorado Consumer Protection Act, Colo. Rev. Stat. § 6-1-105(1)(c), (u), and (hh).

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 CCSA or the CCPA and as set forth in this Complaint.

C. An order permanently enjoining Defendants from:

- 1) Operating, forming, founding, or establishing any charitable organization, as defined in Colo. Rev. Stat. § 6-16-103(1);
- 2) Acting as a director, officer, trustee, compensated employee, professional fundraising consultant, or paid solicitor of any charitable organization, as defined in Colo. Rev. Stat. § 6-16-103(1);
- 3) Making any charitable solicitations on behalf of any charity; and
- 4) Using any trade names to make any charitable solicitations;

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

E. 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).

F. 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) or \$10,000 per violation pursuant to Colo. Rev. Stat. § 6-1-112(3).

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

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

Dated this 25th day of June, 2013.

JOHN W. SUTHERS
Attorney General

/s/ Alissa Hecht Gardenswartz

ALISSA HECHT GARDENSWARTZ*

Senior Assistant Attorney General

JAY B. SIMONSON

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Consumer Protection Section

Attorneys for Plaintiff

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