

DISTRICT COURT, PITKIN COUNTY, COLORADO 506 East Main Street, Ste. 300 Aspen, Colorado 81611 Telephone: (970) 925-7635	DATE FILED: December 19, 2018 1:08 PM FILING ID: 9198FC557CCA6 CASE NUMBER: 2018CV30123
Plaintiffs: DEAN REEVES and KIM REEVES v. Defendant: ASPEN RETAIL MANAGEMENT LLC f/k/a KRISTALS COSMETICS ASPEN d/b/a ASPEN BEAUTY BOUTIQUE	<input type="checkbox"/> COURT USE ONLY <input type="checkbox"/> <hr/> Case Number: 2018 CV _____ Div. ____
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COMPLAINT AND JURY DEMAND	

Plaintiffs Dean Reeves and Kim Reeves (collectively "Plaintiffs"), by and through legal counsel, Garfield & Hecht, P.C., respectfully state and allege the following for their Complaint against Defendant Aspen Retail Management LLC f/k/a Kristals Cosmetics Aspen d/b/a/ Aspen Beauty Boutique ("Defendant"):

PARTIES, JURISDICTION, AND VENUE

1. Dean Reeves is an individual who resides in Durango, Colorado.
2. Kim Reeves is an individual who resides in Durango, Colorado.
3. Dean Reeves and Kim Reeves are married to one another.
4. Defendant Aspen Retail Management LLC f/k/a Kristals Cosmetics Aspen d/b/a/ Aspen Beauty Boutique is a Colorado limited liability company whose principal office street

address is 525 East Cooper, Suite 102, Aspen, Colorado 81611, and whose mailing address is 21800 Burbank Boulevard, Suite 130, Woodland Hills, California 91367.

5. Jurisdiction is proper in this Court pursuant to C.R.S. § 13-1-124(b) because Defendant committed the torts alleged herein in Pitkin County, Colorado.

6. Venue is proper in this Court pursuant to C.R.C.P. 98(c) because Defendant committed the torts alleged herein in Pitkin County, Colorado.

GENERAL ALLEGATIONS

7. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

A. The Documentation of Formal Complaints About Defendant and Aspen Police Department Investigation

8. In January 2016, the Aspen Police Dept. started receiving complaints from customers visiting Defendant's cosmetics store, known as "Kristals," located at 525 East Cooper in Aspen.

9. According to the Aspen Police Dept., on July 26, 2016, that a customer called to report "bad business practice occurring at Kristals Cosmetics."

10. According to the Aspen Police Dept., the customer purchased some cosmetics and, immediately after the sale, the store attendant stamped her receipt with "final sale," even though there were no signs posted in the store saying that all sales were final.

11. The customer reported that "she felt that the transaction was deceitful."

12. According to the Aspen Police Dept., on March 27, 2017, two customers went shopping at Kristals and bought skin care products.

13. According to the Aspen Police Dept., the customers were never shown a price for the products and only discovered after they left the store that one customer had been charged \$3,150.00 and that the other customer had been charged \$3,279.00.

14. According to the Aspen Police Dept., the two customers said that the store attendant "just placed the two receipts in their respective bags and did not show the two women. The receipt says 'final sale,' no refunds, exchanges within 14 days."

15. According to the Aspen Police Dept., both customers tried to cancel the transactions with their banks, but only one was able to do so successfully.

16. According to the Aspen Police Dept., one of the customers tried to return the product, but that the store would not take the unopened product back.

17. According to the Aspen Police Dept., an Aspen Police Officer told the women that he “would contact the store manager and let the manager know they feel they were ‘scammed.’”

18. According to the Aspen Police Dept., on March 30, 2017, an Aspen Police Officer did a follow up call with the customers and one of the customers said she would receive a reimbursement if she agreed to pull, or withdraw, her Better Business Bureau complaint.

19. According to the Aspen Police Dept., the customer was going to “pull” the complaint, “but she was not happy about it.”

20. According to the Aspen Police Dept., another customer entered Kristals on July 25, 2017, and purchased facial cream.

21. According to the Aspen Police Dept., the customer said that “at no point prior to the purchase did store personnel inform her that all sales are final.”

22. According to the Aspen Police Dept., the customer “was under the assumption that upon the purchase transaction she would receive the product at that time and place of purchase.”

23. According to the Aspen Police Dept., the customer was given a business card with a phone number to make an appointment for a free facial a few days later and the customer was told that she would be given her product at that time.

24. According to the Aspen Police Dept., the customer called the number on the business card and no one ever answered.

25. According to the Aspen Police Dept., the customer was told by a friend “that the products Kristals Cosmetics are selling are a scam, that although they say the products include collagen, they do not, instead they are made with glue, and to return the cream [she] had purchased.”

26. According to the Aspen Police Dept., another customer “was aggressively approached by employees” that work at Kristals.

27. According to the Aspen Police Dept., on April 4, 2018, a customer purchased \$1,366.25 worth of products and then attempted to return the products, but the store would not issue a refund.

28. According to the Aspen Police Dept., that customer “contacted her credit card company (Visa) and while Visa looked into the charges, Visa found an additional charge from Aspen Kristals cosmetics in the amount of \$8,744.”

29. According to the Aspen Police Dept., that customer “told Visa that she had no knowledge or recollection of making a purchase at Aspen Kristals Cosmetics in the amount of \$8,744.”

30. According to the Aspen Police Dept., that customer “inspected the documents that Aspen Kristals Cosmetics gave her and [the customer] believes that someone forged her signature at the store.”

31. According to the Aspen Police Dept., on June 11, 2018, another customer was stopped in front of Kristals.

32. According to the Aspen Police Dept., that customer “after sampling some of the products, ultimately ended up purchasing \$9,975 worth of products from Kristals Cosmetics.”

33. According to the Aspen Police Dept., that customer reported that the sales attendant, Julian, told her that “Kristals offers 100% satisfaction guaranteed and that she had 30 days to return the products.”

34. According to the Aspen Police Dept., that customer said that that “she feels the sales reps at Kristals Cosmetics are extremely aggressive with their sales techniques and that in retrospect she feels that she was taken advantage of.”

35. According to the Aspen Police Dept., on September 12, 2018, the customer “wanted her money back from [Kristals] which charged her credit card \$9,975.00 for cosmetic and beauty products which she had no received yet.”

36. According to the Aspen Police Dept., the customer “attempted to cancel the transaction in store 45 minutes after it went through” and “she could not speak to anyone that would be able to assist her with the cancellation.”

37. According to the Aspen Police Dept., on October 15, 2018, yet another customer told an Aspen Police Officer that “she had spent \$26,000.00 at Kristals Cosmetics.”

38. According to the Aspen Police Dept., the customer “felt like she was psychologically manipulated and harassed into spending money.”

39. According to the Aspen Police Dept., the customer said “it was ‘high pressure sales tactics.’”

40. According to the Aspen Police Dept., the afternoon of September 18, 2018, the customer was enticed into Kristals for an eye cream demonstration.

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41. According to the Aspen Police Dept., the store attendant was ringing the customer up for the eye cream when the store attendant told her that she had called “her best facial guy to come over.”

42. According to the Aspen Police Dept., a man named Leo led the customer to a small room and explained the light therapy that he was going to do for the customer’s face.

43. According to the Aspen Police Dept., Leo gave the customer a glass of champagne.

44. According to the Aspen Police Dept., Leo told the customer he had been working with a “cosmetic surgeon who was getting these light machines for his office so women wouldn’t need to undergo the knife.”

45. According to the Aspen Police Dept., Leo showed the customer “pictures of women who had been getting treatments from him for a month or two that were remarkable.”

46. According to the Aspen Police Dept., Leo told the customer that he was giving various creams to use with the light machines for free.

47. According to the Aspen Police Dept., Leo told the customer that she would get free refills for the creams for four years.

48. According to the Aspen Police Dept., Leo told the customer that the lights had a lifetime guarantee.

49. According to the Aspen Police Dept., the customer repeatedly told Leo that she could not afford the products, but that he kept pushing her and adding products to try to make a better deal.

50. According to the Aspen Police Dept., the customer told Leo that she could not afford the \$9,000.00 light machine.

51. According to the Aspen Police Dept., that customer gave Leo her credit card because she needed to get out of the store and she was sure that the credit card would deny the charges.

52. According to the Aspen Police Dept., Leo told the customer that the charges had been accepted without a problem.

53. According to the Aspen Police Dept., Leo then used that customer’s credit card to charge her for face masks.

54. According to the Aspen Police Dept., Leo brought out a receipt for the customer to sign, but that she could not see where to sign, so another sales attendant pointed to where she should sign.

55. According to the Aspen Police Dept., Leo told the customer that he had made two charges on her credit card, one for \$21,000.00 and one for \$5,250.00.

56. According to the Aspen Police Dept., the customer asked why she was charged \$21,000.00 as she thought the machine cost \$9,000.00.

57. According to the Aspen Police Dept., Leo told the customer that each light was \$9,000.00, and that shipping and handling was an additional charge.

58. According to the Aspen Police Dept., the customer was desperate to leave the store and thought that she would be able to cancel her order once she left the store, because she did not take any products with her.

59. According to the Aspen Police Dept., the customer researched the lights on the internet and found out that the prices for the lights ranged from \$69-\$650.

60. According to the Aspen Police Dept., that customer could not find anything in her research that corroborated what Leo had told her about the benefits of light therapy.

61. According to the Aspen Police Dept., that customer attempted to cancel the order with Defendant and through her credit card company, but she was unable to do so.

62. The Aspen Police also have numerous other reports where people reported being taken advantage of by Defendant and reports where customers are being charged tens of thousands of dollars at Kristals without any kind of itemized receipt.

63. Upon information and belief, the Aspen Police Dept. continues to receive complaints about Defendant.

64. Upon information and belief, the Aspen Police Dept. is investigating Defendant.

B. Plaintiffs' Nightmare Experience with Defendant

65. On July 13, 2018, Plaintiffs visited Aspen and walked by Aspen Kristals Cosmetics where they were confronted by a sales attendant.

66. Plaintiffs were enticed into Kristals by a sales attendant lingering in the doorway.

67. Once Plaintiffs entered the store, Plaintiffs felt strong armed into the corner where a male identified as Julian loomed over them and gave them each what he represented to be a "glass of champagne."

68. The contents and chemical composition of the purported "glass of champagne" are unknown at this time.

69. Kristals does not have a liquor license issued by the City of Aspen.

70. After a few sips, Plaintiffs felt that the purported champagne was very strong.

71. Plaintiffs asked the name of the purported champagne and the store attendants answered in unison that they did not know.

72. After drinking the purported champagne, Plaintiffs felt very confused and out of sorts.

73. Plaintiff Kim Reeves tried to call out to her husband, calling him "honey," and the store attendants started to mock her in her confusion calling out "honey" in high-pitched voices and laughing.

74. Then the store attendants began to apply creams to Plaintiffs' skin for demonstrations.

75. Plaintiffs did not want anything on their skin, but they were unable to refuse the demonstrations because they were so out of it and the store attendants were so aggressive.

76. While in the store, Plaintiffs were not acting like themselves and they did not know what was going on.

77. On information and belief, Plaintiffs think they may have been drugged.

78. During Plaintiffs' confusion, Julian verbally forced Plaintiffs to fill out shipping information despite their objections.

79. In her confusion, Plaintiff Kim Reeves was unable to use the small tablet she was given to fill out the electronic shipping form, so one of the store attendants took the tablet and finished filling out the electronic form for her.

80. Plaintiffs agreed to filling out the form, in order to escape the store and the high pressure sales tactics employed.

81. Once Plaintiffs had escaped, Plaintiffs tried to call the store repeatedly to cancel their order but they were unable to reach anyone because the store kept changing their phone number.

82. Plaintiffs were not advised that the store had a no return policy.

83. Plaintiffs left Kristals with a very small bag containing a few products.

84. Through bad business practices, the employees of Kristals convinced Plaintiffs to purchase over \$20,000 worth of products to be sent to their business address.

85. Defendant charged Plaintiffs in two separate transactions for a total of \$21,860.00.

86. Plaintiffs were never quoted or shown either of the transactions amounts, \$2,732.50 or \$19,127.50.

87. For the first transaction, Defendant charged \$2,732.50 on Plaintiffs' personal credit card.

88. Plaintiffs were not told that they were being charged \$2,732.50.

89. Plaintiffs thought that they were buying \$700.00 worth of products.

90. Plaintiffs have no invoice or sales receipt for this transaction, as the store attendant ripped it up, claiming that the transaction had been cancelled.

91. The transaction was never cancelled.

92. The first time that the Plaintiffs saw the charge for \$2,372.50 was when they saw the charge to their credit card account.

93. Plaintiffs do not know why the \$700.00 they thought they were spending on products turned into a credit card charge in the amount of \$2,732.50.

94. For the second transaction, Defendant charged \$19,127.50 on Plaintiffs' business credit card.

95. Plaintiffs believe that this is a duplicate charge for products included on the \$2,732.50 charge.

96. Plaintiffs were not told that they were being charged \$19,127.50.

97. Plaintiffs did not discover that they had been charged \$19,127.50 until they found a receipt showing the total amount of \$19,127.50 tucked into a tiny black envelope inside the bag of products the day after they left Kristals.

98. Defendant's invoice from Plaintiffs' alleged purchase shows no itemized prices of any item or service.

99. Plaintiffs do not know what products they allegedly bought for \$19,127.50.

100. Defendant has attempted to send at least four shipments to Plaintiffs from different names and different locations.

101. Plaintiffs have refused all four shipments.

102. On November 29, 2018, Defendant again attempted to send a Federal Express package to Plaintiffs' business address, the fourth attempted shipment

103. Plaintiffs refused the delivery of the package.

104. Plaintiffs referred the matter to Colorado's Attorney General and requested an investigation.

105. On December 3, 2018, Plaintiffs' attorneys sent a cease-and-desist letter to Defendant, demanding that Defendant not ship any more products to Plaintiffs and not charge Plaintiffs' credit card.

106. As of this filing, Defendant has not responded to that cease-and-desist letter.

FIRST CLAIM FOR RELIEF

(Violation of Colorado Consumer Protection Act (C.R.S. §§ 6-1-101, *et seq.*)

107. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

108. Defendant engaged in unfair and deceptive trade practices in violation of the Colorado Consumer Protection Act ("CCPA"), codified as C.R.S. § 6-1-105(l), because Defendant made false or misleading statements of fact concerning the price of goods.

109. Defendant engaged in unfair and deceptive trade practices in violation of C.R.S. § 6-1-105(m), because Defendant did not provide a receipt setting forth all terms and conditions of the sale, including a description of goods or terms of sale.

110. Defendant engaged in unfair and deceptive trade practices in violation of C.R.S. § 6-1-105(n)(VII), because Defendant employed bait-and-switch advertising and failed to make deliveries of goods within a reasonable time or to make a refund therefor.

111. Defendant engaged in unfair and deceptive trade practices in violation of C.R.S. § 6-1-105(u), because Defendant failed to disclose material information concerning the goods which information was known at the time of sale and the failure to disclose information was intended to induce the consumer into the transaction.

112. Defendant's unfair and deceptive trade practices occurred in the course of its respective business operations.

113. Defendant's deceptive trade practices significantly impacts the public as actual or potential consumers of Defendant's goods.

114. Plaintiffs suffered injury to a legally protected interest due to Defendant's deceptive trade practices.

115. As detailed above, Defendant's respective actions constitute fraudulent, willful, knowing, or intentional conduct that caused Plaintiffs to incur damages in an amount to be proven at trial.

116. As provided in the CCPA and by Colorado common law, Plaintiffs are entitled to recover treble damages, costs, and attorneys' fees due to Defendant's deceptive trade practices.

SECOND CLAIM FOR RELIEF
(Assault)

117. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

118. Defendant intended to cause a harmful physical contact to Plaintiffs by providing Plaintiffs with what was represented to be champagne that, upon information and belief, contained some type of mind-altering substance, and by rubbing creams on Plaintiffs' faces that were disorienting.

119. Defendant placed Plaintiffs in apprehension of immediate physical contact.

120. Defendant's contact appeared to be or was harmful.

THIRD CLAIM FOR RELIEF
(Battery)

121. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

122. Defendant's act of providing Plaintiffs with champagne that, upon information and belief, contained some type of mind-altering substance, and by rubbing creams on Plaintiffs' faces that were disorienting, resulted in physical contact with Plaintiffs.

123. Defendant intended to make harmful physical contact with Plaintiffs.

124. The contact was harmful.

FOURTH CLAIM FOR RELIEF
(Intentional Infliction of Emotional Distress)

125. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs as if fully set forth herein.

126. Defendant engaged in extreme and outrageous conduct by making Plaintiffs feels that they were trapped in the store and intending to cause Plaintiffs harmful physical contact, and by inducing Plaintiffs to spend a large sum of money without allowing Plaintiffs to cancel their order.

127. Defendant did so recklessly or with the intent of causing the Plaintiffs severe emotional distress.

128. Defendant's conduct caused Plaintiffs' severe emotional distress.

JURY DEMAND

Plaintiffs hereby demand a trial by jury on all issues so triable.

RESERVATION OF RIGHTS

Plaintiffs expressly reserve all rights accorded under Colorado law, including, but not limited to, the right to amend this pleading as may be necessary in light of new or additional factual information gathered throughout the disclosure and discovery phases of the litigation.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment against Defendant as follows:

- A. Finding that Defendant violated the CCPA and committed the torts of assault, battery and intentional infliction of emotional distress;
- B. For damages in an amount to be proven at trial;
- C. For three times the amount of actual damages sustained by Plaintiffs pursuant to C.R.S. § 6-1-113(2)(a)(III) for Defendant's bad faith violation of the CCPA;
- D. Awarding costs and attorneys' fees in accordance with Colorado law;
- E. Awarding pre- and post-judgment interest;

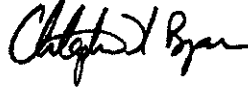
COMPLAINT AND JURY DEMAND

F. For any and all such other and further relief as this Court deems just and proper under the circumstances.

Dated: December 19, 2018

Respectfully submitted,

GARFIELD & HECHT, P.C.



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