DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO 1437 Bannock Street Denver, CO 80202	DATE FILED: April 20, 2017 1:59 PM FILING ID: 44C60D66B8B76 CASE NUMBER: 2017CV31452
STATE OF COLORADO, ex rel. CYNTHIA H. COFFMAN, ATTORNEY GENERAL Plaintiff, v. MILE HIGH HEATING & COOLING, LLC; MILE HIGH HEATING AND COOLING, LLC; PIKES PEAK HEATING AND COOLING, LLC; KEVIN DYKMAN, an individual; and KASEY DYKMAN, an individual. Defendants.	▲ **COURT USE ONLY** ▲
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STATE'S MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

Plaintiff, the State of Colorado, upon relation of Cynthia H. Coffman, Attorney General for the State of Colorado (hereinafter the "State"), by and through undersigned counsel, moves this Court for a temporary restraining order and preliminary injunction pursuant to C.R.S. § 6-1-101(1) and C.R.C.P. 65, to enjoin Defendants from engaging in deceptive trade practices in violation of the Colorado Consumer Protection Act, C.R.S. §§ 6-1-101 *et. seq.* (*"*CCPA").

I. RELIEF SOUGHT

The State respectfully requests a Temporary Restraining Order, and Preliminary Injunction against Defendants which enjoins the Defendants from:

1. Engaging in any activity related to the sale or installation of furnaces, hot water heaters and air conditioning units, until the Defendants have satisfied the following conditions:

a. Obtained the appropriate building permits from local building departments for all furnaces, hot water heaters, and air conditioning units that were installed by Defendants, without permits, since 2012.

b. Provided proof, to the Colorado Attorney General's Office and to the Court, that Defendants have obtained the appropriate building permits for all previously non-permitted furnaces, hot water heaters and air conditioning units and that all installations were inspected by local building departments and passed inspection. Such proof shall be in the form of an Excel spreadsheet, providing the customer's name, address and phone number; the type of installation (furnace, hot water heater or air conditioning unit); the original date of installation; the date an application for a permit was submitted to the local building department, name of the building department that received the application; the date that installation was approved by the building department.

II. FACTS IN SUPPORT

A. In order to avoid government oversight, Defendants refuse to obtain required building permits prior to installing furnaces, air conditioners, and hot water heaters in consumers' homes.

1. Mile High Heating & Cooling, LLC is owned by Defendant Kevin Dykman and his son, Defendant Kasey Dykman, and is a successor company to Mile High Heating and Cooling, LLC. Pike's Peak Heating & Cooling, LLC was owned by Defendant Kevin Dykman and operated from 2013 until 2014. Mile Heating & Cooling, LLC, Mile High Heating and Cooling, LLC and Pike's Peak Heating & Cooling, LLC all operated in similar fashion between 2012 and the present, and are hereafter collectively referred to as "Mile High Heating & Cooling."

2. Mile High Heating & Cooling advertises HVAC services (heating, ventilation, and air conditioning), primarily through cold-calling consumers and offering special rates such as $59 for a full tune-up and 30 point safety inspection of their furnace or air conditioning unit. **Exhibit 1**, *Affidavit of Investigator LeAnn Lopez*; **Exhibit 2**, *Mile High Heating & Cooling Training Packet*.

3. Mile Heating & Cooling operates out of a business-type office space, which houses its call center. At different points in its existence, Mile High Heating & Cooling has employed as many as 20 call center representatives who cold-call consumers to schedule appointments. **Exhibit 4**, *G. Zapata, Tr. 30:11-32:20;* **Exhibit 6**, *Kevin Dykman, Tr. 101:16-102:2.*

4. Mile High Heating & Cooling's technicians do not drive a company truck and must buy their own tools. The company does not have a warehouse, a work shop, or an inventory of spare parts. A former technician described Mile High Heating & Cooling's operation as "fly-by-night." **Exhibit 3**, *A. Ullrich, Tr. 46:4-47:8, 48:18-49:3*; **Exhibit 4**, *G. Zapata, Tr. 30:11-32:20*; **Exhibit 6**, *Kevin Dykman, Tr. 40:19-41:10.*

5. Before installing heating or cooling equipment, HVAC companies are required by law to 1) hold or obtain a general or HVAC-related contractor's license from the building department for the jurisdiction they are working in, and 2) to obtain a permit from the building department for each specific installation. **Exhibit 1**, *Affidavit of Investigator LeAnn Lopez*; **Exhibit 3**, *A. Ullrich, Tr. 26:9-21*; **Exhibit 5**, *J. Ledkins, Tr. 78:8-79:6.*

6. All of the various municipalities and counties in Colorado have adopted building codes which grant local building departments the authority to administer and enforce the building codes. **Exhibit 1**, *Affidavit of Investigator LeAnn Lopez.*

7. The City and County of Denver has adopted the "Denver Building Code." Section 102 of the Denver Building Code gives authority for administering and enforcing the Code to the Manager of Community Planning and Development (the Agency), and grants the authority to appoint a Building Official. Section 130 of the Denver Building Code states that "No person, business, corporation, agency or public, private or governmental institution shall erect, construct, enlarge, remodel, alter, repair, move, improve, remove, convert, demolish or change the occupancy of any building, structure or utility, or perform any other work regulated by this Code, or cause the same to be performed, in the City, without first having obtained a permit from the Agency for the specific work to be performed." City and County of Denver, CO.,Mun. Code § 10-16, (2016 and years prior)(adopting the Denver Building Code); Denver Building Code, Sections 102 and 130.[1]

8. One purpose for the law requiring permits prior to the installation of a new furnace, hot water heater or air conditioning system is to allow the building department to do a subsequent inspection to ensure that the installation was done

[1] Denver has adopted two building codes which are relevant to the facts in this Complaint. See City and County of Denver, CO.,Mun. Code § 10-16 (2016 and years prior). The 2011 Amendments to the Denver Building Code apply to Denver installations after October 17, 2011 but before December 19, 2016. The 2016 Denver Building Codes apply to installations after December 19, 2016. Sections 102 and 130 are identical in both Codes.

properly, and to require the installation company to remedy any faulty work or safety concerns. **Exhibit 1**, *Affidavit of Investigator LeAnn Lopez.*

9. Mile High Heating & Cooling, however, refuses to obtain these permits. **Exhibit 3**, *A. Ullrich, Tr. 26:2-8, 28:20-29:6*; **Exhibit 5**, *J. Ledkins, Tr. 87:25-88:4*; **Exhibit 4**, *G. Zapata, Tr. 41:15-42:4.*

10. By its own estimate, Mile High Heating & Cooling has installed approximately 1000 furnaces in the Denver metro area since it began operating in April of 2012. **Exhibit 3**, *A. Ullrich, Tr.* 28:20-32:19, 43:19-44:2, 46:6-18; **Exhibit 4**, *G. Zapata, Tr.* 37:2-16, 54:18-56:14; **Exhibit 5**, *J. Ledkins, Tr*. 76:17-25; **Exhibit 6**, *Kevin Dykman, Tr*. 99:13-14, 103:7-23.

11. As part of its investigation, the Attorney General's Office reviewed invoices related to 95 furnace, hot water heater and air conditioning unit installations and found that Mile High Heating & Cooling had failed to obtain the required permits for 88 of those installations. **Exhibit 1**, *Affidavit of Investigator LeAnn Lopez.*

12. Mile High Heating & Cooling's operations manager from 2012 until 2014 estimated that the company had only pulled permits for four or five of the thousand installations completed during that period. The operations manager, who holds a master mechanical contractor license, testified that Mile High Heating & Cooling owner Kevin Dykman instructed the technicians not to pull permits. **Exhibit 3**, *A. Ullrich, Tr. 28:20-29:6, 47:14-23.*

13. Mile High Heating & Cooling's subsequent operations manager, who worked at the company from 2014 until 2015, offered similar testimony. He stated that owner Kevin Dykman's refusal to pull permits stemmed from an anti-government attitude. **Exhibit 5**, *J. Ledkins, Tr. 23:11-24:9, 26:1-11, 51:14-22, 75:16-76:16.*

14. Mile High Heating & Cooling does not disclose to consumers that permits are required for all installations of heating and cooling equipment. Nor does the company tell consumers that it is unable and unwilling to obtain the required permit. **Exhibit 1**, *Affidavit of Investigator LeAnn Lopez.*

15. When consumers do ask about permits, Mile Heating & Cooling's owner Kevin Dykman has instructed his technicians to tell consumers that they can and should "waive" building permits. The technicians are instructed to warn consumers that allowing building department inspectors in their home, to inspect their furnace installation, will lead to the building inspector finding issues with other areas in their home. **Exhibit 4**, *G. Zapata, Tr. 42:14-44:15*; **Exhibit 5,** *J. Ledkins, Tr. 80:21-82:21.*

16. Mile High Heating & Cooling manager, Kasey Dykman, testified that he has minimal HVAC training and knowledge. As manager, Dykman dispatched and supervised Mile High Heating & Cooling's technicians in their interactions with consumers. Kasey Dykman testified that the purpose of the building permits was to "give the government money," that homeowners "don't like" having building inspectors in their home, and that the majority of building inspectors he had spoken with "don't know what they are doing." **Exhibit 6**, *Kasey Dykman, Tr. 48:21-50:2.*

17. In at least one instance, a Mile High Heating & Cooling consumer requested and paid for a building permit, only later to learn that the company had not actually requested the permit. **Exhibit 8**, *Affidavit of BP, 20:10, 13.*

18. By not obtaining permits, Mile High Heating & Cooling engages in an unfair business practice that is both harmful to consumers as well as business competitors. Unlike its competitors, who comply with the law and incur the expense of a permit, Mile High Heating & Cooling avoids both the cost of the permit as well as additional costs associated with making corrections in response to issues spotted by the building inspectors. **Exhibit 5**, *J. Ledkins, Tr. 75:16-23*; **Exhibit 5**, *J. Ledkins, Tr. 82:17-21.*

B. Mile High Heating & Cooling's non-permitted, non-inspected work performed by untrained technicians puts consumers at risk.

19. Mile High Heating & Cooling advertises that it provides "expert service" and that its technicians are "certified." In reality, Mile High Heating & Cooling is indiscriminate in who it hires to carry out the work. **Exhibit 9**, *Mile High Heating & Cooling Advertisement*; **Exhibit 2**, *Mile High Heating & Cooling Training Packet*; **Exhibit 5**, *J. Ledkins, Tr. 67:22-68:17.*

20. Mile High Heating & Cooling owner Kevin Dykman has no formal training in HVAC and holds no HVAC certifications or licenses. Prior to owning and operating Mile High Heating & Cooling, Mr. Dykman was employed as a call center customer service representative. **Exhibit 6**, *Kevin Dykman, Tr.44:6-8*; **Exhibit 5**, *J. Ledkins, Tr. 68:18-69:5.*

21. Mile High Heating & Cooling's former operations manager testified that owner Kevin Dykman had little regard for formal HVAC education and training. **Exhibit 5**, *J. Ledkins, Tr. 67:22-68:17.*

22. As a result, Mile High Heating & Cooling frequently employs unqualified service and installation technicians, often family friends, who are incapable of properly providing the consumers with the services advertised. **Exhibit 5**, *J. Ledkins, Tr. 74:17-24.*

23. One of Mile High Heating & Cooling's former operations managers explained the problem with hiring inexperienced technicians:

> [I]f somebody's servicing a piece of equipment that is untrained and they do something wrong, you know, a homeowner can be susceptible to property damage; carbon monoxide poisoning; gas leaks which can lead to fire, explosions.

Exhibit 3, *A. Ullrich, Tr. 17:17-22.*

24. When asked to provide specific examples of how untrained technicians had exposed consumers to potential harm, the former operations manager recounted:

> A. For example, one of the technicians, one of the younger technicians, was at a homeowner's home and was -- he repaid a gas -- a flexible gas connection line to a furnace, and it was left hand tight. And the fire department was called because there was so much gas in the home, that the homeowner actually had to evacuate the home. And the owner of the company, Kevin Dykman, really didn't show a whole lot of concern about that. And, you know, that could have easily have killed the homeowner, a lot of property damage to the community, everything.

Exhibit 3, *A. Ullrich, Tr. 21:8-20.*

25. A former Mile High Heating & Cooling service technician, with prior training and experience, testified that when he started with the company, he was surprised and concerned about the other technicians' youth and lack of experience:

> A couple of times I had to save the company's butt, if you will. We had a call that a lady kept hearing explosions in her basement. One of the gentleman – or young gentleman didn't complete the job. Simplest of tasks. And he left a pilot assembly sitting on the deck at the bottom of the furnace instead of screwing it back, hand tightened everything. So when the furnace fills up with gas – the pilot light was lit, of course, but it wasn't in the area to ignite the burners, if you will. And when it filled with gas, it would cause an explosion that could have caused death, you know.

Exhibit 4, *G. Zapata, Tr. 19:22-20:10.*

26. Mr. Dykman, upon learning of the above described incident, took no disciplinary action against the service technician or implementing any additional training or preventative measures for future jobs.

> So [I] brought that to the management's attention. There was no rep -- I don't think he reprimanded anybody, just brought them into the office, talked to them, let them know what was going on, and that was it.

Exhibit 4, *G. Zapata, Tr. 20:11-15.*

27. As part of its investigation, the Attorney General's Office reviewed several complaints in which the consumer complained that Mile High Heating & Cooling may have deliberately tampered with their existing furnace or hot water heater, leaving wires or components unattached, as part of a scheme to sell them a new furnace or hot water. *See* **Exhibit 8**, *Consumer Affidavits.*

28. A former operations manager testified that these situations were likely the result of the incompetent technicians that Kevin Dykman insisted on hiring.

> Q. Did you hear or see anything, while you were at Mile High, that suggested that … some technicians may have engaged in tampering?
>
> A. Often. Weekly, sometimes daily. Would I attribute that to nefarious conduct? No. Those technicians were not nefarious. They couldn't do the same thing twice to save their life……They weren't competent enough to put a wire back on. They weren't diligent and thorough enough. Did they do it on purpose and nefariously? No. I have to tell you that. A lot of the guys I met, they just weren't trained. They couldn't do the same thing twice. So you're going to see a lot of that.

Exhibit 5, *J. Ledkins, Tr. 106:16-107:7.*

29. Because Mile High Heating & Cooling refuses to obtain building permits, and there are no follow-up inspections, it is impossible to know exactly how many consumers have been placed at risk due to non-compliant installations. In at least two incidences, however, local building departments have come across work performed by the company and determined that Mile High Heating & Cooling's installation placed the consumer in danger. **Exhibit 1**, *Affidavit of Investigator LeAnn Lopez.*

30. In the fall of 2015, consumer D.B. hired Mile High Heating & Cooling to install a new furnace. In the middle of the night following the installation, D.B.'s carbon monoxide alarms began to go off. D.B. called the fire department which immediately turned off her gas line due to safety concerns. **Exhibit 8**, *Affidavit of R.B., 7:2, 4.*

31. The following day, the City of Sheridan Building Department inspected the furnace and concluded that the installation was faulty. The building department reviewed its files and found that Mile High Heating & Cooling had not pulled a building permit. **Exhibit 8**, *Affidavit of R.B., 7:5.*

32. In February of 2016, consumer L.H. paid Mile High Heating & Cooling a total of $5,314 for the purchase and installation of a new furnace. **Exhibit 8**, *Affidavit of L.H., 9:2-6.*

33. In May of 2016, L.H. hired a different company to install a gas fireplace in her home. A permit was pulled with the City and County of Denver and a building inspector came to LH's home to inspect the gas line. While conducting his inspection, the building inspector noticed significant problems with Mile High Heating & Cooling's furnace installation. **Exhibit 8**, *Affidavit of L.H., 9:7-8.*

34. The building inspector informed L.H. that Mile High Heating & Cooling were not licensed contractors and that the company had not pulled a permit. The building department issued a correction notice, identifying the following safety concerns:

> -The furnace was pressed up against the door of the closet.
> -The vent to the existing hot water heater was spliced in two, creating a combustion gas leakage.
> -The cold air return vent was not connected.
> -The system had insufficient gas pressure.
>
> **Exhibit 8**, *Affidavit of L.H., 9:9-10.*

35. L.H. attempted to contact Mile High Heating & Cooling regarding the dangerous condition of their furnace and the illegal, unpermitted installation. Mile High Heating & Cooling failed to respond. **Exhibit 8**, *Affidavit of L.H., 9:12.*

36. In June of 2016, a different company replaced L.H.'s furnace. The replacement furnace cost L.H. an additional $8,486. L.H. was never able to make contact with Defendants, and Defendants did not refund the $5,314 L.H. had paid for the initial, faulty installation. **Exhibit 8**, *Affidavit of L.H., 10:13.*

37. The replacement installation, completed by a different heating and cooling company, was properly permitted through Denver's building department, and it passed the follow up inspection. **Exhibit 8**, *Affidavit of L.H., 10:14-15.*

38. Ultimately, Mile High Heating & Cooling has deceived, and continues to deceive, Colorado consumers by advertising that it provides "expert" HVAC service from "certified" technicians when in fact it is a dangerously out of compliance business.

39. This Court is expressly authorized by C.R.S. § 6-1-110(1) to issue a temporary restraining order and preliminary injunction to enjoin ongoing violations of the CCPA:

> 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.

C.R.S. § 6-1-110(1).

40. Additionally, the State may seek a preliminary injunction and a temporary restraining order pursuant to C.R.C.P. Rule 65.

41. The Colorado Supreme Court has repeatedly held that the legislative purpose of the CCPA is to provide "*prompt, economical, and readily available remedies against consumer fraud*." *W. Food Plan, Inc. v. Dist. Court*, 598 P.2d 1038, 1041 (Colo. 1979) (emphasis added); *see also May Dep't Stores Co. v. State ex rel. Woodard*, 863 P.2d 967, 972 (Colo. 1993) (same); S*howpiece Homes Corp. v. Assurance Co. of Am.*, 38 P.3d 47, 51 (Colo. 2001) (same).

42. Both a temporary restraining order and preliminary injunction are designed to preserve the status quo or protect a party's rights pending the final determination of a matter. *City of Golden v. Simpson*, 83 P.3d 87, 96 (Colo. 2004). A temporary restraining order is meant to prevent "immediate and irreparable harm." *Id.* (quoting *Mile High Kennel Club v. Colo. Greyhound Breeders Ass'n*, 559 P.2d 1120, 1121 (Colo. App. 1977)).

43. Like a temporary restraining order, a preliminary injunction prevents irreparable harm before a decision on the merits of a case. *Id.* Granting preliminary injunctive relief is within the sound discretion of the trial court, and its ruling will not be disturbed on appeal unless it is manifestly unreasonable, arbitrary or unfair. *Bd. of County Comm'rs v. Fixed Base Operators*, 939 P.2d 464, 467 (Colo. App. 1997).

B. The facts of the case meet the *Rathke* factors.

44. The Court may grant a preliminary injunction when:

a) there is a reasonable probability of success on the merits;
b) there is a danger of real, immediate and irreparable injury which may be prevented by injunctive relief;
c) there is no plain, speedy and adequate remedy at law;
d) the granting of the preliminary injunction will not disserve the public interest;

e) the balance of the equities favors entering an injunction; and
f) the injunction will preserve the status quo pending a trial on the merits.

Rathke v. MacFarlane, 648 P.2d 648, 653-54 (Colo. 1982); see also *Gitlitz v. Bellock*, 171 P.3d 1274, 1278 (Colo. App. 2007).

45. The facts of the case meet the *Rathke* factors for preliminary injunctive relief.

46. First, there is a reasonable probability that the State will prove its claims against Defendants. *Rathke*, 648 P.2d at 653.

47. The primary claim for relief in this case is that the Defendants refuse or fail to obtain all governmental licenses or permits required to perform the services, in violation of C.R.S. § 6-1-105(1)(z).

48. The Defendants are required to obtain permits from local building departments prior to installing furnaces, hot water heater and air conditioning units. The testimony of Mile Heating & Cooling's former operations managers and the Attorney General's review of Defendants' business records establish that Defendants have not obtained these permits for the majority of their installations.

49. The second claim for relief, is that the Defendants fail to disclose material information concerning services which information was known at the time of an advertisement or sale if such failure to disclose such information was intended to induce the consumer to enter into a transaction, in violation of C.R.S. § 6-1-105(1)(u).

50. The testimony of Mile Heating & Cooling's former operations managers establishes that Defendants fail to disclose to consumers that Defendants do not obtain the required permits from the city prior to installing new equipment in consumers' homes. Defendants also fail to disclose that their service technicians and installation technicians lacked the technical knowledge, training, and expertise to conduct service checks, determine causes of and solutions to equipment defects, and properly install new equipment. The failure to disclose this information was intended to induce consumers to enter into transactions with Defendants.

51. The third claim for relief is that the Defendants knowingly made false representations as to the characteristics and benefits of their services, in violation of C.R.S. § 6-1-105(1)(e).

52. Defendants' advertising claims that they provide "expert" service. When cold-calling consumers, Defendants refer to their technicians as "certified." The testimony of Mile Heating & Cooling's former operations managers establishes

that Mile High Heating & Cooling was indiscriminate in their hiring and that consumers frequently received shoddy installations from unqualified technicians.

53. Regarding the second *Rathke* factor, there is a danger of real, immediate and irreparable injury which may be prevented by injunctive relief. *Rathke*, 648 P.2d at 653.

54. As a preliminary matter, the Attorney General is not required to plead or prove immediate or irreparable injury when a statute concerning the public interest is implicated. *Kourlis v. Dist. Court*, 930 P.2d 1329, 1335 (Colo. 1997) ("Special statutory procedures may supersede or control the more general application of a rule of civil procedure."); *see also Baseline Farms Two, LLP v. Hennings*, 26 P.3d 1209, 1212 (Colo. App. 2001); *Lloyd A. Fry Roofing Co. v. State Dep't of Health Air Pollution Variance Bd.*, 553 P.2d 800, 808 (Colo. 1976).

55. While not a requirement for cases brought by the Attorney General, the irreparable injury requirement is met in this case because the CCPA is a public interest statute, designed to protect fair competition and safeguard the public from financial loss. *State ex rel. Dunbar v. Gym of Am.*, 493 P.2d 660, 667 (Colo. 1972).

56. While not required to plead or prove immediate or irreparable injury, the Attorney General has presented evidence to show that such a danger exists. Defendants' have shown a callous disregard for safety and regulations that protect consumers, and willingness to ignore regulations for their own immediate financial gain, that literally places the public at risk.

57. For the same reasons, absent an injunction, there is no plain, speedy and adequate remedy at law. *Rathke*, 648 P.2d at 653-54. A law enforcement action under the CCPA is equitable in nature. *See State ex rel. Salazar v. Gen. Steel*, 129 P.3d 1047, 1050 (Colo. App. 2005). As noted above, the CCPA was designed to provide "prompt, economical, and readily available remedies against consumer fraud." *W. Food Plan*, 598 P.2d at 1041.

58. The balance of the equities and the public interest overwhelmingly favor the entry of an injunction. An injunction will serve the public interest by protecting consumers from significant harm. Without an injunction, the State will be unable to protect the public from Defendants' ongoing illegal activities.

59. In contrast, Defendants will suffer no "undue" hardship by the entry of an injunction compelling them to obtain permits for installations that they should have already obtained the permits for. Given the dangerous situation that Defendants have created for consumers, such hardship is not undue.

60. Finally, the injunction should preserve the status quo by forcing Defendants to comply with the law. "The status quo to be maintained is the last actual and lawful uncontested status, which preceded the pending controversy."

Commonwealth of Pennsylvania v. Snyder, 977 A.2d 28, 43 (Pa. Commw. Ct. 2009). Because of the consumer harm, caused by Defendants, requiring the Defendants to obtain all required permits for furnaces, hot water heaters and air conditioning units installed by them, there is a need to restore the status quo and place the consumer in a safe position.

WHEREFORE, the State requests that this Court enter a Temporary Restraining Order and Preliminary Injunction which enjoins the Defendants from:

1. Engaging in any activity related to the sale or installation of furnaces, hot water heaters and air conditioning units, until the Defendants have satisfied the following conditions:

a. Obtained the appropriate building permits from local building departments for all furnaces, hot water heaters, and air conditioning units that were installed by Defendants, without permits, since 2012.

b. Provided proof, to the Colorado Attorney General's Office and to the Court, that Defendants have obtained the appropriate building permits for all previously non-permitted furnaces, hot water heaters and air conditioning units and that all installations were inspected by local building departments and passed inspection. Such proof shall be in the form of an Excel spreadsheet, providing the customer's name, address and phone number; the type of installation (furnace, hot water heater or air conditioning unit); the original date of installation; the date an application for a permit was submitted to the local building department, name of the building department that received the application; the date that installation was approved by the building department

Respectfully submitted this 20th day of April, 2017.

CYNTHIA H. COFFMAN
Attorney General

s/ Jeffrey M. Leake

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