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DISTRICT COURT, CITY AND COUNTY  
OF DENVER, COLORADO  
City and County Building  
1437 Bannock Street, Room 256  
Denver, CO 80202  
Telephone: (720) 865-8301

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**EFILED Document**  
**CO Denver County District Court 2nd JD**  
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CONSUMER CRUSADE, INC., a  
Colorado corporation,

Plaintiff,

vs.

MBA FINANCIAL GROUP, INC.  
and, DALE FINNEY, its Officers and  
Directors,

Defendants.

COURT USE ONLY

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Attorneys for Plaintiff:  
A. M. DEMIRALI  
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Registration No. 10889

Case No.  
Courtroom/Division

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COMPLAINT

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Plaintiff, Consumer Crusade, Inc., complains against the above-named Defendants as follows:

## GENERAL ALLEGATIONS

1. Plaintiff, Consumer Crusade, Inc., is a Colorado corporation with its principal place of business in the City and County of Denver.
2. Defendant, MBA Financial Group, Inc, a Colorado corporation. Defendants Dale Finney is a owner, officer or director of Defendant MBA Financial Group, Inc.
3. Subject matter jurisdiction under the Telephone Consumer Protection Act, 47 U.S.C. Section 227 (“TCPA”) is vested in State courts for purposes of private rights of action.
4. At various times during the year 2002, MBA Financial Group, Inc., sent one or more faxes to the fax machines of various individuals in the State of Colorado (“Claimants”). Copies of all such faxes have either been provided to Defendant previously, or are available for inspection and copying at the offices of The Demirali Law Firm, upon reasonable notice.
5. The faxes were sent to those persons for the purpose of advertising the commercial availability of MBA Financial Group, Inc.’s property, goods or services. Each of those faxes were “unsolicited” as that term is defined in the TCPA, 47 U.S.C. Section 227(a)(4).
6. At various times, each of the Claimants assigned their original claims under the TCPA to the Plaintiff. Copies of all such assignments have either been provided to Defendants previously, or are available for inspection and copying at the offices of The Demirali Law Firm, upon reasonable notice.
7. Defendant Dale Finney, as owner, officer or director of Defendant MBA Financial Group, Inc., directed or participated in the events described herein.
8. Venue is proper in Denver District Court, as it is the county designated by the Plaintiff pursuant to C.R.C.P. 98(c)(1).

## FIRST CLAIM FOR RELIEF

9. Plaintiff incorporates paragraphs 1 through 8 above by reference.
10. The TCPA provides in relevant part that:

“It shall be unlawful for any person within the United States... to use any telephone facsimile machine, computer, or other device to send an unsolicited advertisement to a telephone facsimile machine[.]”

47 U.S.C. Section 227(b)

11. As used in the TCPA, “the term ‘unsolicited advertisement’ means any material

advertising the commercial availability or quality of any property, goods, or services which is transmitted to any person without that person's prior express invitation or permission.”

47 U.S.C. Section 227(a)(4)

12. Subparagraph (3) of 47 U.S.C., Section 227(b) sets forth a private right of action under the TCPA. Specifically, it states:

3. Private right of action

A person or entity may, if otherwise permitted by the laws or rules of court of a State, bring in an appropriate court of that State –

- (A) an action based on a violation of this subsection or the regulations prescribed under this subsection to enjoin such violation,
- (B) an action to recover for actual monetary loss from such a violation, or to receive \$500 in damages for each such violation, whichever is greater, or
- (C) both such actions.

13. The Defendant has used a telephone facsimile machine, computer or other device to send unsolicited advertisements to telephone facsimile machines owned by Plaintiff's assignors.

14. Each instance where Defendant sent an unsolicited advertisement constitutes a separate violation of the TCPA.

WHEREFORE, Plaintiff prays for the relief stated below.

#### SECOND CLAIM FOR RELIEF

15. Plaintiff incorporates paragraphs 1 through 14 above by reference.

16. The TCPA further provides:

If the court finds that the defendant willfully or knowingly violated this subsection or the regulations prescribed under this subsection, the court may, in its discretion, increase the amount of the award to

an amount equal to not more than 3 times the amount available under

subparagraph (B) of this paragraph.

47 U.S.C. 227(b)(3)

17. In each instance where the Defendant sent such faxes, they acted knowingly and willfully.

WHEREFORE, Plaintiff prays for the relief stated below:

A. Judgment in favor of the Plaintiff and against the Defendant, jointly and severally, for damages to be proven at trial but believed to be in excess of \$15,000.

B. An award pursuant to 47 U.S.C. Section 227(b)(3), which is three times the damages computed in paragraph A for Defendants' willful or knowing violations of the TCPA.

C. An Order of Court permanently enjoining these Defendant from any further violations of the TCPA.

D. Costs, including reasonable attorneys fees, as provided by law.

E. Such other and further relief as this Court deems just.

DATED this 26th day of May, 2004.

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A. M. Demirali

Plaintiff's Address:

Consumer Crusade, Inc.  
c/o The Demirali Law Firm, P.C.  
955 Bannock Street, 2<sup>nd</sup> Floor  
Denver, CO 80204