

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. _____

Robert Stephen Kramer, Individually and
On Behalf of All Others Similarly Situated,

Plaintiffs,

v.

ALTERRA MOUNTAIN COMPANY and
IKON PASS INC.,

Defendants.

DEMAND FOR JURY TRIAL

CLASS ACTION COMPLAINT

Introduction

1. Ikon season ski passes are sold by Defendants Alterra Mountain Company and its fully-owned subsidiary Ikon Pass Inc. Ikon passes entitle purchasers to: “unlimited access” at listed ski resorts in Colorado (e.g., Winter Park), California (e.g., Mammoth Mountain), and throughout the United States and Canada; limited access (i.e., a set number of days) of skiing at additional ski resorts; and other associated benefits. These promised benefits last throughout the entire ski season.

2. Plaintiff Mr. Kramer and hundreds of thousands of other skiers purchased Ikon passes for the 2019-2020 season. In mid-March, with months left in the ski season, ski resorts covered by the Ikon pass closed early. Ikon pass holders did not receive the benefits that they paid for.

3. Despite not providing the promised skiing access, Defendants did not offer a refund (or even partial refund) on passes. Instead, Defendants kept all of skiers' money. With hundreds of thousands of pass holders, this amounts to tens of millions (or more) in unjust profits.

4. Plaintiff brings this case on behalf of himself and the hundreds of thousands of skiers who purchased Ikon ski passes for the 2019-2020 ski season, but did not get the full benefits they paid for. Plaintiff seeks fair and reasonable compensation for Ikon pass holders.

Parties

5. Plaintiff Robert Stephen Kramer is an individual residing in Villa Park, California. The proposed class includes residents of Colorado, California, and other states.

6. Defendant Alterra Mountain Company ("Alterra") is a Delaware corporation with its headquarters at 3501 Wazee St., Denver, CO 80216. Alterra owns ski resorts in Colorado, California, and around North America.

7. Defendant Ikon Pass, Inc. is a Delaware Corporation with its headquarters at 3501 Wazee St., Denver, CO 80216. Ikon Pass, Inc. is a fully-owned subsidiary of Alterra.

Jurisdiction and Venue

8. This Court has jurisdiction under 28 U.S.C. § 1332(d)(2). This matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and is a class action in which one or more of members of the proposed class are citizens of a state different from any one of the Defendants.

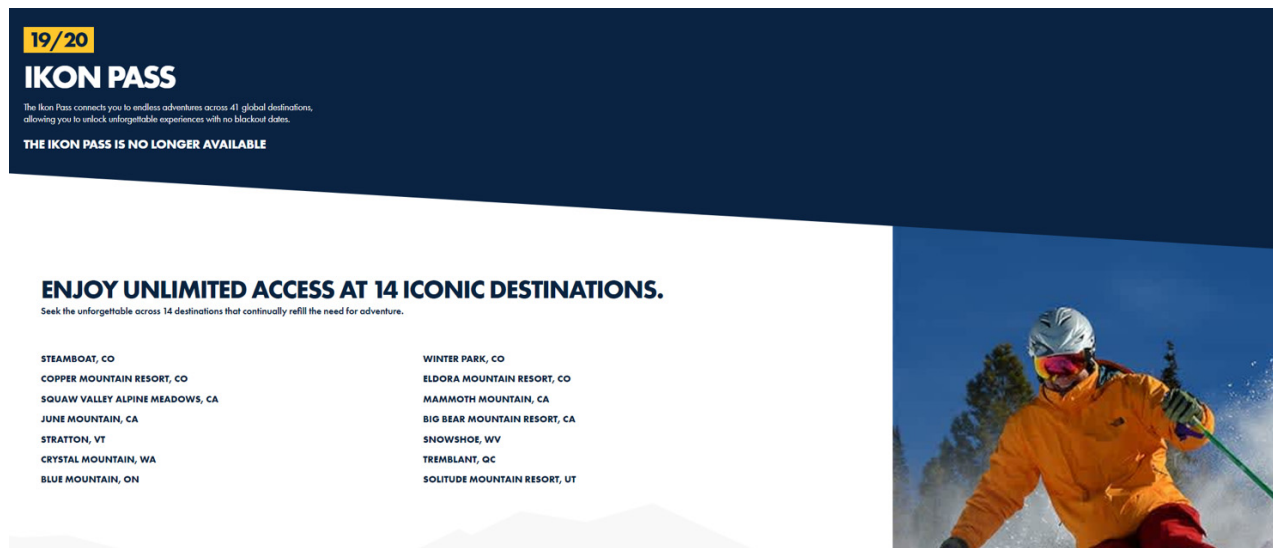
9. Venue is proper under 28 U.S.C. § 1391, because Defendants reside in the District of Colorado. In addition, a substantial part of the Defendants' conduct giving rise to the claims occurred in the District of Colorado.

Facts

10. For the 2019-2020 ski season, Defendants offered Ikon season passes for sale to the general public on Defendants' website: www.ikonpass.com.

11. Defendants offered two flavors of Ikon pass, called the "Ikon Pass" and the "Ikon Base Pass."

12. The essential terms of each offer were set forth prominently on the website, including the "shop passes" pages. The "shop passes" pages for the 2019-2020 season are partially still available on the website. For example, for the Ikon Pass:



<https://www.ikonpass.com/en/shop-passes/ikon-pass-2019-2020>



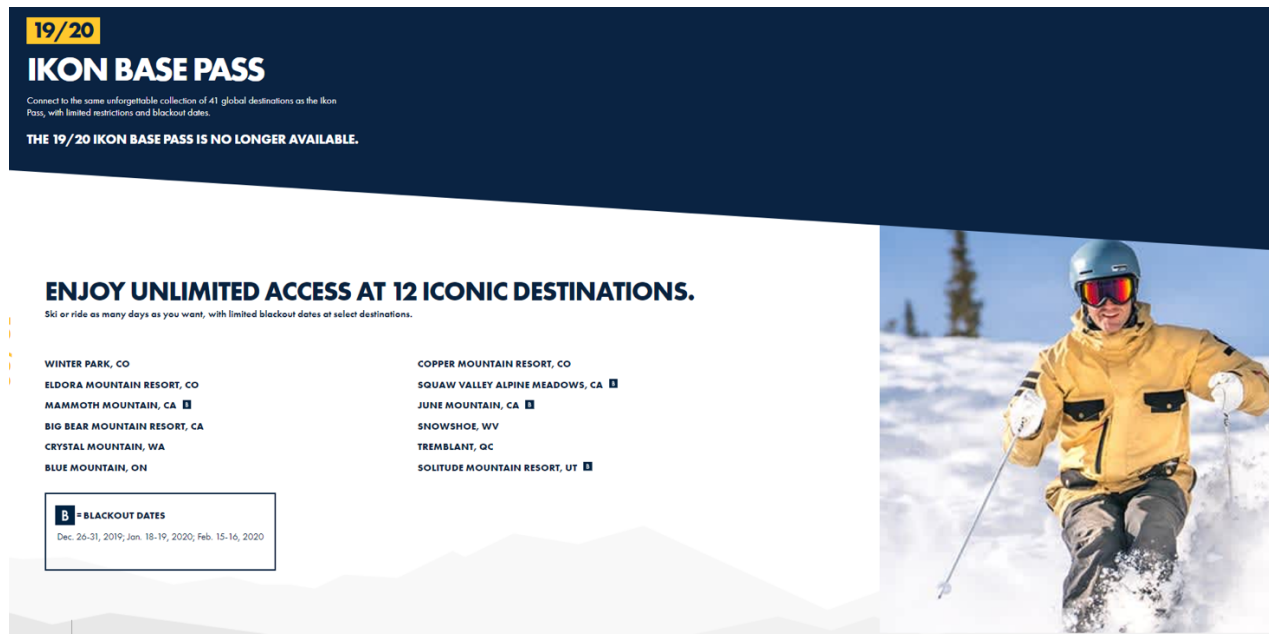
PLUS UP TO 7 DAYS EACH AT SELECT GLOBAL DESTINATIONS
Discover even more terrain across 26 of the most iconic destinations on the planet, with no blackout dates.

<p>ASPEN SNOWMASS, CO ①</p> <p>JACKSON HOLE MOUNTAIN RESORT, WY</p> <p>KILLINGTON-PICO, VT ①</p> <p>BOYNE HIGHLANDS, MI</p> <p>THE SUMMIT AT SNOQUALMIE, WA</p> <p>REVELSTOKE MOUNTAIN RESORT, BC</p> <p>SUNDAY RIVER, ME</p> <p>LOON MOUNTAIN, NH</p> <p>DEER VALLEY RESORT, UT</p> <p>ALTA SNOWBIRD, UT ①</p> <p>THREDBO, AUSTRALIA</p> <p>CORONET PEAK, THE REMARKABLES, MT HUTT, NEW ZEALAND ①</p> <p>VALLE NEVADO, CHILE</p>	<p>ARAPAHOE BASIN SKI AREA, CO</p> <p>BIG SKY RESORT, MT</p> <p>SUGARBUSH RESORT, VT</p> <p>BOYNE MOUNTAIN, MI</p> <p>SKIBIDG, AB ①</p> <p>CYPRESS MOUNTAIN, BC</p> <p>SUGARLOAF, ME</p> <p>TAOS SKI VALLEY, NM</p> <p>BRIGHTON RESORT, UT</p> <p>ZERMATT, SWITZERLAND ①</p> <p>MT BULLER, AUSTRALIA</p> <p>NISEKO UNITED, JAPAN</p>
---	--

NO LONGER AVAILABLE
The 19/20 Ikon Pass and Ikon Base Pass are no longer available for purchase. 20/21 passes go on sale March 5th.

<https://www.ikonpass.com/en/shop-passes/ikon-pass-2019-2020>

13. And for the Ikon Base Pass:




19/20 IKON BASE PASS
Connect to the same unforgettable collection of 41 global destinations as the Ikon Pass, with limited restrictions and blackout dates.
THE 19/20 IKON BASE PASS IS NO LONGER AVAILABLE.

ENJOY UNLIMITED ACCESS AT 12 ICONIC DESTINATIONS.
Ski or ride as many days as you want, with limited blackout dates at select destinations.

<p>WINTER PARK, CO</p> <p>ELDORA MOUNTAIN RESORT, CO</p> <p>MAMMOTH MOUNTAIN, CA ❶</p> <p>BIG BEAR MOUNTAIN RESORT, CA</p> <p>CRYSTAL MOUNTAIN, WA</p> <p>BLUE MOUNTAIN, ON</p>	<p>COPPER MOUNTAIN RESORT, CO</p> <p>SQUAW VALLEY ALPINE MEADOWS, CA ❶</p> <p>JUNE MOUNTAIN, CA ❶</p> <p>SNOWSHOE, WV</p> <p>TREMBLANT, QC</p> <p>SOLITUDE MOUNTAIN RESORT, UT ❶</p>
---	--

❶ = BLACKOUT DATES
Dec. 26-31, 2019; Jan. 18-19, 2020; Feb. 15-16, 2020



<https://www.ikonpass.com/en/shop-passes/ikon-base-pass-2019-2020>

PLUS UP TO 5 DAYS EACH AT SELECT GLOBAL DESTINATIONS
Explore more terrain at 28 of the most iconic destinations on the planet, with limited restrictions.

BLACKOUT DATES
Northern Hemisphere: Dec. 26-31, 2019; Jan. 18-19, 2020; Feb. 15-16, 2020
Southern Hemisphere: July 4-19, 2020 (Thredbo only)

ASPIN SNOWMASS, CO ⓘ ⓘ
ARAPAHOE BASIN SKI AREA, CO ⓘ
BIG SKY RESORT, MT ⓘ
KILLINGTON-PICO, VT ⓘ ⓘ
BOYNE HIGHLANDS, MI ⓘ
THE SUMMIT AT SHOGUALMIE, WA ⓘ
REVELSTOKE MOUNTAIN RESORT, BC ⓘ
SUNDAY RIVER, ME ⓘ
LOON MOUNTAIN, NH ⓘ
DEER VALLEY RESORT, UT ⓘ
ALTA SNOWBIRD, UT ⓘ ⓘ
THREDBO, AUSTRALIA ⓘ
CORONET PEAK, THE REMARKABLES, MT HUTT, NZ ⓘ
VALLE NEVADO, CHILE

STEAMBOAT, CO ⓘ
JACKSON HOLE MOUNTAIN RESORT, WY ⓘ
STRATTON, VT ⓘ ⓘ
NEW SUGARBUSH RESORT, VT ⓘ ⓘ
BOYNE MOUNTAIN, MI ⓘ
SKIBIDG, AS ⓘ ⓘ
CYPRESS MOUNTAIN, BC ⓘ
SUGARLOAF, ME ⓘ
TAOS SKI VALLEY, NM ⓘ
BRIGHTON RESORT, UT ⓘ
ZERMATT, SWITZERLAND ⓘ
MT BULLER, AUSTRALIA
NISEKO UNITED, JAPAN ⓘ

NO LONGER AVAILABLE
The 19/20 Ikon Pass and Ikon Base Pass are no longer available for purchase. 20/21 passes go on sale March 5th.

<https://www.ikonpass.com/en/shop-passes/ikon-base-pass-2019-2020>

14. Pricing terms for 2019-2020 season passes are no longer displayed on the website. Below are further examples of the layout for next season (2020-2021), which includes pricing terms. Although the layout may have differed and the prices were different, the pricing was also prominently presented in 2019. (The 4-day pass was not offered in 2019).

20/21 IKON PASS

Explore pass options that access up to 41 destinations worldwide. Claim tomorrow's adventure today with the payment plan and an extension until May 27 on the deepest savings of the year.

RENEWAL SAVINGS NOW DOUBLED

IKON PASS

Get the most access and no blackout dates at 41 unique destinations worldwide.

\$999 USD (Age 23+)

Renewal Price: **\$799 USD** ⓘ

Secure this pass with **\$199 USD** down ⓘ

NO BLACKOUT DATES

15 UNLIMITED SKIING & RIDING DESTINATIONS ⓘ

UP TO **7** DAYS AT 25 DESTINATIONS ⓘ

[VIEW DETAILS >](#)

[BUY NOW](#)

IKON BASE PASS

Unlock 39 unique destinations worldwide, with limited blackout dates.

\$699 USD (Age 23+)

Renewal Price: **\$599 USD** ⓘ

Secure this pass with **\$199 USD** down ⓘ

BLACKOUT DATES ⓘ

14 UNLIMITED SKIING & RIDING DESTINATIONS ⓘ

UP TO **5** DAYS AT 24 DESTINATIONS ⓘ

[VIEW DETAILS >](#)

[BUY NOW](#)

IKON SESSION PASS 4-DAY

Lock in a four-day pass now and choose from select destinations next season.

\$399 USD (Age 23+)

BLACKOUT DATES ⓘ

GET **4** DAYS TOTAL AT 30 DESTINATIONS ⓘ

[VIEW DETAILS >](#)

[BUY NOW](#)

ADD JACKSON HOLE & ASPEN SNOWMASS

Purchase 5 days at each destination for \$150 USD total with Ikon Base Plus Pass.

[BUY NOW](#)

<https://www.ikonpass.com/en/shop-passes>

UNLIMITED ACCESS AT 15 DESTINATIONS


Seek the unforgettable throughout 15 destinations that continually refill the need for adventure.

STEAMBOAT, CO
COPPER MOUNTAIN RESORT, CO
SQUAW VALLEY ALPINE MEADOWS, CA
JUNE MOUNTAIN, CA
STRATTON, VT
SNOWSHOE, WV
TREMBLANT, QC
SOLITUDE MOUNTAIN RESORT, UT

WINTER PARK, CO
ELDORA MOUNTAIN RESORT, CO
MAMMOTH MOUNTAIN, CA
BIG BEAR MOUNTAIN RESORT, CA
NEW SUGARBUSH RESORT, VT ⓘ
CRYSTAL MOUNTAIN, WA
BLUE MOUNTAIN, ON



<https://www.ikonpass.com/en/shop-passes/ikon-pass-2020-2021>



UP TO 7 DAYS EACH AT SELECT DESTINATIONS
Discover even more across a curated family of 25 iconic destinations worldwide, with no blackout dates.

<ul style="list-style-type: none"> ASPEN SNOWMASS, CO JACKSON HOLE MOUNTAIN RESORT, WY KILLINGTON-PICO, VT BOYNE MOUNTAIN, MI SKIBIDG, AB CYPRESS MOUNTAIN, BC SUGARLOAF, ME TAOS SKI VALLEY, NM BRIGHTON RESORT, UT ZERMATT, SWITZERLAND MT BULLER, AUSTRALIA VALLE NEVADO, CHILE 	<ul style="list-style-type: none"> ARAPAHOE BASIN SKI AREA, CO BIG SKY RESORT, MT BOYNE HIGHLANDS, MI THE SUMMIT AT SNOQUALMIE, WA REVELSTOKE MOUNTAIN RESORT, BC SUNDAY RIVER, ME LOON MOUNTAIN, NH DEER VALLEY RESORT, UT ALTA SNOWBIRD, UT THREDBO, AUSTRALIA NISEKO UNITED, JAPAN CORONET PEAK, THE REMARKABLES, MT HUTT, NEW ZEALAND
--	---

<https://www.ikonpass.com/en/shop-passes/ikon-pass-2020-2021>

20/21 IKON PASS
Includes all 41 destinations with NO BLACKOUTS

Adult (Age 23+)	\$999 USD Renewal: \$799	— 1 +
Young Adult (Ages 13-22)	\$739 USD Renewal: \$579	ADD TO CART
Child (Ages 5-12)	\$369 \$209 USD	ADD TO CART
4 and Under (Ages 0-4)	\$209 USD	ADD TO CART

<https://www.ikonpass.com/en/shop-passes/ikon-pass-2020-2021>

15. For 2019-2020, the price of the Ikon Base Pass was \$649. In exchange for paying this amount, purchasers would receive “unlimited access” to “ski or ride as many days as you want,” at 12 resorts (subject to “limited blackout dates at select destinations,” which included major ski holidays). In addition, purchasers would receive “up to 5 days” at an additional 28 resorts with “limited blackout dates”

16. The price of the Ikon Pass was \$949. In exchange, purchasers received “unlimited access” to 14 resorts and “up to 7 days” at an additional 26 resorts, with “no blackout dates.”

17. The website provided the ability to add a pass to cart and check out. When a purchaser of an Ikon pass selected a pass, added it to his or her cart, submitted the transaction, and paid for the pass, this constituted acceptance of the offer on the website and formed a contract between that purchaser and Defendants.

18. Defendant Alterra Mountain Company (“Alterra”) is a party to the contract. Alterra made the offer described above that, when accepted by the purchaser, formed a contract between Alterra and that purchaser. According to an Alterra press release, the Ikon pass is “[b]rought to you by Alterra Mountain Company.”¹

19. In addition or in the alternative, Defendant Ikon Pass, Inc. made the offer described above while acting as an agent of Alterra. The Ikon pass website appears to be operated, at least in part, by Alterra subsidiary Ikon Pass, Inc. For example, the website copyright states “Ikon Pass, Inc.” When a pass offer was accepted by the purchaser, it formed a contract between Alterra and the purchaser. In addition, or in the alternative, when that offer was accepted by the purchaser, it formed a contract between Ikon Pass, Inc. and the purchaser.

20. Plaintiff purchased an Ikon Base Pass through the Ikon website in April 2019. He paid \$619 (applying a renewal discount to the price of \$649).

21. On March 14, 2020, Alterra announced the closure of all of its North American resorts. Around the same time, other Ikon resorts announced their closure.

22. This closure happened well before the end of the ski season. For example, the season at Winter Park typically runs into late April or May. The season at Mammoth Mountain, CA typically runs into June or July.

¹ <https://www.alterramtnco.com/news/2019/02/26/19-20-ikon-pass-launch-release>

23. As a result, Ikon passes no longer provided passholders with unlimited access (or any access) to Ikon resorts, despite months left in the season.

24. Defendants have not offered to return, and have not returned, any portion of season pass fees.

Class Action Allegations

The proposed class.

25. It is appropriate to include Ikon Pass and Ikon Base Pass purchasers in the same class. Both groups formed a substantially similar contract with Defendants. The core benefits of the Ikon Pass and Base Pass were substantially the same: unlimited access to Ikon resorts, with limited additional ski days at other destinations. Both groups allege the same breach, and related claims. Both groups seek the same type of relief: compensation for the early termination of pass benefits. There are no conflicts of interest between these groups.

26. Accordingly, Plaintiff brings this action on behalf of the proposed class of: all individuals who purchased an Ikon Pass (including the Ikon Pass and Ikon Base Pass) for the 2019-2020 ski season.

27. The following people are excluded from the Class: (1) any Judge or Magistrate presiding over this action and the members of their family; (2) Defendants, Defendants' subsidiaries, parents, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current employees, officers and directors; (3) persons who properly execute and file a timely request for exclusion from the Class; (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and Defendants' counsel; and (6) the legal representatives, successors, and assigns of any such excluded persons.

Numerosity.

28. The proposed class contains members so numerous that separate joinder of each member of the class is impractical. There are hundreds of thousands of proposed class members. For example, for the 2018-2019 season, Defendants projected the sale of 250,000 Ikon passes.

Commonality.

29. There are questions of law and fact common to the proposed class. Common questions of law and fact include, without limitation:

- i. The terms of the contract formed between Ikon pass holders and Defendants;
- ii. Whether Defendants breached this contract by failing to provide pass benefits for the duration of the ski season;
- iii. Damages needed to reasonably compensate pass holders;
- iv. Whether Defendants were unjustly enriched by keeping all pass fees after providing resort access for only a portion of the ski season;
- v. The terms of an express warranty provided by Defendants to passholders, that formed a part of the basis of the bargain.

Typicality.

30. Plaintiff's claims are typical of the proposed class. Like the proposed class, Plaintiff purchased an Ikon pass (a Base Pass) for the 2019-2020 season. Like the proposed class, Plaintiff lost access to Ikon resorts before the end of the ski season and seeks reasonable compensation for this loss. And as explained above, purchasers of the Base Pass and Ikon Pass formed a substantially similar contract with Defendants. The core benefits of the Ikon Pass and Base Pass were substantially the same: unlimited access to Ikon resorts, with limited additional ski days at other destinations. Plaintiff alleges the same breach, and other claims, as the

proposed class. Plaintiff seeks the same type of relief: compensation for the early termination of pass benefits.

Adequacy.

31. Plaintiff will fairly and adequately protect the interests of the proposed class. Plaintiff's interests are aligned with the interests of the proposed class members: plaintiff seeks reasonable compensation for Defendants' breach and other alleged wrongs. Plaintiff is represented by experienced class counsel who are prepared to vigorously litigate this case through judgment and appeal. There are no conflicts of interest between Plaintiff and the class.

Predominance and Superiority.

32. The prosecution of separate actions by individual members of the proposed class would create a risk of inconsistent or varying adjudication with respect to individual members, which would establish incompatible standards for the parties opposing the class. For example, individual adjudication would create a risk that breach of the same contract is found for some proposed class members, but not others.

33. Common questions of law and fact predominate over any questions affecting only individual members of the proposed class. These common legal and factual questions arise from certain central issues which do not vary from class member to class member, and which may be determined without reference to the individual circumstances of any particular class member. For example, a core liability question is common: whether Defendants' breached their contract with Ikon pass holders by failing to offer unlimited access to Ikon resorts throughout the ski season.

34. A class action is superior to all other available methods for the fair and efficient adjudication of this litigation because individual litigation of each claim is impractical. It would

be unduly burdensome to have individual litigation of hundreds of thousands of individual claims in separate lawsuits, every one of which would present the issues presented in this lawsuit.

35. The proposed class is readily ascertainable. The precise number and identity of proposed class members can be determined with specificity from Defendants' sales records.

Claims

36. Plaintiff alleges the following claims on behalf of himself and the proposed class.

Claim 1: Breach of Contract

37. Plaintiff incorporates the allegations in paragraphs 1 - 35 above.

38. A valid contract existed between Plaintiff and Defendants. The contract, as alleged above, entitled Plaintiff to unlimited access to Ikon resorts throughout the ski season (among other benefits).

39. Plaintiff performed all contractual obligations.

40. Defendants breached by failing to provide Plaintiff with access to Ikon resorts, for a substantial portion of the ski season.

41. Defendants' breach was the proximate cause, and a substantial factor, in causing losses and damage to Plaintiff.

Claim 2: Breach of the implied covenant of good faith and fair dealing

42. Plaintiff incorporates the allegations in paragraphs 1 - 35 above.

43. Defendants had an implied duty of good faith and fair dealing to provide access to ski resorts throughout the ski season and to return pass fees if pass benefits were terminated early.

44. Defendants violated this duty by failing to provide resort access, for a substantial portion of the season, and by not returning any pass fees.

45. Defendants breach was the proximate cause, and a substantial factor, in causing losses and damage to Plaintiff.

Claim 3: Unjust enrichment

46. Plaintiff incorporates the allegations in paragraphs 1 - 35 above.

47. Defendants received a benefit (Ikon pass fees) at Plaintiff's expense.

48. It would be unjust for Defendants to retain all pass fees, when Defendants failed to provide resort access for a substantial portion of the ski season.

Claim 4: Breach of express warranty

49. Plaintiff incorporates by reference the allegations in paragraphs 1 - 35 above.

50. Defendants created an express warranty through affirmative website statements, alleged above, that Ikon passes would in fact provide "unlimited access" to resorts throughout the ski season.

51. This warranty was part of the basis of the bargain. The prominent display of this warranty on the website was intended to induce, and did induce, purchasers to rely upon it. Plaintiff relied on this warranty in deciding to purchase an Ikon Pass and would not have purchased an Ikon pass if he had known that Defendants would in fact terminate access to resorts with months remaining in the ski season.

52. Defendants breached this express warranty by failing to provide access to Ikon resorts for a substantial portion of the ski season.

53. This breach was the proximate cause, and a substantial factor, in causing losses and damages to Plaintiff.

Jury Demand

Plaintiff demands a jury trial on all issues so triable.

Prayer for Relief

Plaintiff seeks the following relief for himself and for the proposed class:

- a) An order certifying the asserted claims, or issues raised, as a class action;
- b) A judgment in favor of plaintiff and the proposed class;
- c) Damages;
- d) Rescission, disgorgement, and other just equitable relief;
- e) Reasonable attorneys' fees and costs;
- f) Any additional relief that the Court deems reasonable and just.

April 14, 2020

s/ Gregory Dovel

Gregory Dovel
Dovel & Luner, LLP
201 Santa Monica Blvd., Suite 600
Telephone: (301) 656-7066
Fax: 301-656-7069
E-mail: greg@dovel.com
Counsel for Plaintiff

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Kramer, Robert S.

(b) County of Residence of First Listed Plaintiff **Orange County, CA**
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Gregory Dovel, Dovel & Luner LLP
201 Santa Monica Blvd., Suite 600
Santa Monica CA 90401 p: (310) 656-7066

DEFENDANTS

Alterra Mountain Company and Icon Pass, Inc.

County of Residence of First Listed Defendant **Denver County, CO**
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
18 U.S. Code §1332 (d)

Brief description of cause:
Class action for breach of contract and other claims.

☐ AP Docket

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ to be determined

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

4/14/20

SIGNATURE OF ATTORNEY OF RECORD

s/Gregory Dovel

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

for the

Robert Stephen Kramer, Individually and
On Behalf of All Others Similarly Situated

Plaintiff(s)

V.

Alterra Mountain Company and Ikon Pass, Inc.

Defendant(s)

Civil Action No.

To: *(Defendant's name and address)* Alterra Mountain Company
3501 Wazee St.,
Denver, CO 80216

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff’s attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 04/14/2020

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

for the

Robert Stephen Kramer, Individually and
On Behalf of All Others Similarly Situated

Plaintiff(s)

V.

Alterra Mountain Company and Ikon Pass, Inc.

Defendant(s)

Civil Action No.

To: *(Defendant's name and address)* Ikon Pass, Inc.
3501 Wazee St.,
Denver, CO 80216

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff’s attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 04/14/2020

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____ , a person of suitable age and discretion who resides there,
 on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc: