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13 **SUPERIOR COURT OF ARIZONA**  
14 **IN MARICOPA COUNTY**

15 STATE OF ARIZONA, *ex rel.* KRISTIN K.  
16 MAYES, Attorney General,

17 Plaintiff,

18 v.

19 OH LA LA BY POSH, LLC, RENEE  
20 CUELLAR, and JOHN DOE CUELLAR,

21 Defendants.

Case No.

**COMPLAINT**

(Tier 3)

(Jury Trial Demanded)

22 Plaintiff, State of Arizona *ex rel.* Kristin K. Mayes, the Attorney General (the “State”),  
23 alleges the following for its Civil Complaint (the “Complaint”) against Defendants Oh La La By  
24 Posh, LLC and Renee Cuellar (“Defendants”).

25 **I. JURISDICTION AND VENUE**

26 1. The State brings this action pursuant to the Arizona Consumer Fraud Act, Arizona  
27 Revised Statutes (“A.R.S.”) §§ 44-1521 to -1534, to obtain injunctive relief to permanently  
28 enjoin and prevent the unlawful acts and practices alleged in this Complaint, and to obtain other

1 relief, including restitution, disgorgement of profits, gains, gross receipts, or other benefits, civil  
2 penalties, and costs and attorneys' fees.

3 2. This Court has subject-matter jurisdiction.

4 3. This Court may issue appropriate orders both prior to and following a  
5 determination of liability pursuant to A.R.S. § 44-1528.

6 4. Defendants caused events to occur in this state out of which the claims which are  
7 the subject of this Complaint arose.

8 5. Venue is proper in Maricopa County pursuant to A.R.S. § 12-401(17).

9 **II. PARTIES**

10 6. Plaintiff is the State of Arizona *ex rel.* Kristin K. Mayes, the Attorney General of  
11 Arizona, who is authorized to bring this action under the Arizona Consumer Fraud Act (the  
12 "CFA"), A.R.S. §§ 44-1521 to -1534.

13 7. Defendant Oh La La By Posh, LLC ("Oh La La") is an Arizona limited liability  
14 company with its principal place of business located in Phoenix, Arizona.

15 8. Defendant Renee Cuellar ("Defendant Cuellar") is a resident of El Paso County,  
16 Texas.

17 9. At all times relevant to this Complaint, Defendant Cuellar was an owner and  
18 managing member of Defendant Oh La La.

19 10. At all times relevant to this Complaint, Defendant Cuellar directed and actively  
20 participated in the unlawful activities described in this Complaint both as an individual and  
21 through the operation of Defendant Oh La La.

22 11. John Doe Cuellar is named in the event that Renee Cuellar is married and that  
23 community property exists against which the State can obtain monetary relief in this matter. If  
24 Ms. Cuellar is married and the State learns the true identity of John Doe Cuellar, it will move to  
25 amend its Complaint accordingly.

26 **III. BACKGROUND**

27 12. From approximately January 5, 2017 to October 13, 2023, Defendants advertised  
28 and sold quinceañera dresses and other apparel from locations in Maricopa County, Arizona.

1           13. From approximately November 2020 to October 13, 2023, Defendants operated a  
2 storefront location at 4301 N. 16<sup>th</sup> St., Phoenix, AZ 85016 (“16<sup>th</sup> St. location”) where consumers  
3 tried on and ordered quinceañera dresses and other apparel.

4           14. Defendants’ inventory consisted of dresses made by third-party designers.

5           15. Third-party designers that Defendants ordered dresses from include: Morilee LLC;  
6 Mon Cheri Bridals LLC (“Mon Cheri”); and Perfect Dress.

7           16. Fulfilling customer orders typically required Defendants to place a special order  
8 with the third-party designers.

9           17. According to Defendants’ form Sales Agreement, each dress order was estimated  
10 to arrive six to nine months after the purchase date.

11           18. In the context of quinceañera dress sales, timing is critical because customers’  
12 quinceañera events frequently are planned for dates certain, and special-order dresses must be  
13 delivered to customers in advance of the quinceañera events to allow sufficient time for routine  
14 fittings and alterations.

15           19. Defendants marked up the retail price of its dresses by approximately 200 to 225  
16 percent.

17           20. For instance, if a designer sold Defendants a dress for \$500, Defendants would  
18 charge customers \$1,000 to \$1,125 for the dress.

19           21. At the time of sale, Defendants required customers to place a purchase deposit,  
20 and Defendants required some customers to pay multiple deposits.

21           22. Defendants typically collected deposit amounts from customers equal to  
22 approximately 50 to 100 percent of the grand total of their orders.

23           23. Defendants accepted cash, debit and credit cards, as well as payment via cash apps  
24 such as Zelle from its customers.

25           24. On or about October 13, 2023, without providing notice to its Arizona customers,  
26 Defendants permanently closed the 16<sup>th</sup> St. location.

27           25. On or about October 13, 2023, a similar bridal dress store located in El Paso,  
28 Texas of which Defendant Cuellar is a director and member also abruptly closed.

1           26. Based on 31 complaints received by the Arizona Attorney General's Office,  
2 Defendants have collected at least \$43,855 in deposits from customers from April 13, 2022 to  
3 October 6, 2023.

4           27. Based on complaints received by the Arizona Attorney General's Office,  
5 Defendants have not refunded the customer deposits referenced in the preceding paragraph, nor  
6 fulfilled the related orders.

7 **IV. ALLEGATIONS**

8 **A. Defendants accepted customer deposits without the intent to deliver orders.**

9           28. Defendants accepted customer deposits for the purchase of quinceañera dresses  
10 and other apparel without the intent to deliver orders.

11           29. Defendant Cuellar controlled the finances of Defendant Oh La La and the bank  
12 accounts used for customer purchase deposits.

13           30. Defendant Cuellar controlled the Zelle account to which customers transferred  
14 their purchase deposits.

15           31. Defendant Cuellar was responsible for Defendant Oh La La's accounts payable.

16           32. Defendant Cuellar was responsible for placing orders with and paying third-party  
17 designers for special orders placed on behalf of customers of Defendant Oh La La.

18           33. Defendants accepted customer purchase deposits for orders that Defendants never  
19 placed with third-party designers.

20           34. For instance, on May 27, 2023, Arizona consumers Brenda L.G. and Lexy C. paid  
21 an \$814 deposit, approximately 50% of the grand total of their order, to Defendants for a  
22 Princesa by Mon Cheri designer dress.

23           35. Defendants never placed Brenda L.G. and Lexy C.'s order with Mon Cheri and  
24 never provided a refund to Brenda L.G. and Lexy C.

25           36. On July 21, 2023, Arizona consumers Ashley A.G. and Alexis C. paid a \$900  
26 deposit, approximately 52% of the grand total of their order, to Defendants for a Princesa by  
27 Mon Cheri designer dress.

28           37. Defendant Cuellar was the sales associate who accepted Ashley A.G. and Alexis

1 C.'s quinceañera dress order.

2 38. On October 6, 2023—seven days before Defendants abruptly closed the 16<sup>th</sup> St.  
3 storefront—Ashley A.G. and Alexis C. visited Defendants' store to pay their remaining balance.

4 39. Once at Oh La La, an employee of Defendants instructed Ashley A.G. and  
5 Alexis C. that Defendants could only take cash payments or payments via Zelle.

6 40. Because Ashley A.G. and Alexis C. did not want to pay in cash, an employee of  
7 Defendants instructed them to pay the remainder of their balance to Defendant Cuellar's  
8 personal Zelle account.

9 41. Ashley A.G. and Alexis C. attempted to call Defendant Cuellar, but did not  
10 transfer the remaining balance when Defendant Cuellar did not answer.

11 42. After accepting a deposit, Defendants never placed Ashley A.G. and Alexis C.'s  
12 order with Mon Cheri.

13 43. Defendants never provided a refund to Ashley A.G. and Alexis C.

14 44. Even in instances in which Defendants did place customer orders with third-party  
15 designers, they nevertheless failed to deliver those orders to customers.

16 45. For instance, on May 6, 2023, Ravyn and Rich H. paid Defendants in full  
17 (\$1759.32) for a Princesa by Mon Cheri designer dress.

18 46. Defendants placed the order with Mon Cheri on May 9, 2023, but Defendants  
19 never paid Mon Cheri for the order.

20 47. Despite not being paid for the order, Mon Cheri shipped the ordered dress, which  
21 was delivered to Defendant Oh La La on September 13, 2023.

22 48. Defendants never delivered the dress to Ravyn and Rich H., nor refunded them the  
23 amounts paid for the dress.

24 49. Moreover, when Defendants closed the 16<sup>th</sup> St. location on or about October 13,  
25 2023, they possessed approximately eight to ten dresses for which customers had placed  
26 deposits.

27 50. Instead of delivering these dresses to paying customers, Defendant Cuellar  
28 retained possession of or sold the dresses to another quinceañera dress shop in Phoenix, Arizona.

1           **B. Defendants knew or should have known that they could not deliver customer**  
2           **orders as promised.**

3           51. Due to Defendants' financial distress, they knew or should have known that they  
4 could not deliver customer orders as promised.

5           52. As early as January 2022, Defendants began falling behind on their financial  
6 obligations.

7           53. Throughout 2022 and 2023, Defendants' account with third-party designer Mon  
8 Cheri was regularly in arrears and, periodically, on hold.

9           54. For instance, as of January 31, 2022, Defendants owed Mon Cheri \$8,714.01, and  
10 Mon Cheri requested a minimum payment from Defendants in the amount of \$2,605.47.

11           55. As early as April 2022, Mon Cheri placed Defendants' account on hold because it  
12 was 100 days overdue.

13           56. By August 29, 2023, Defendants' balance with Mon Cheri had reached an all-time  
14 high of \$33,063.27.

15           57. Mon Cheri informed Defendants that it would cancel all of Defendants' open  
16 orders and send their accounts to collections if Defendants did not either pay their balance in full  
17 or agree to a weekly payment plan.

18           58. On September 7, 2023, Defendants agreed to a payment plan with Mon Cheri.

19           59. Defendants failed to comply with the terms of the payment plan on September 15,  
20 2023.

21           60. On September 22, 2023, Defendants entered into another payment plan with Mon  
22 Cheri.

23           61. Defendants failed to comply with the terms of the payment plan on September 27,  
24 2023.

25           62. On October 3, 2023, Mon Cheri forwarded Defendants' accounts to its legal  
26 department for failure to pay.

27           63. On information and belief, Defendants currently owe Mon Cheri \$20,063.27.

28           64. On or about April 5, 2023, Defendants entered into a Future Receivable Purchase

1 Agreement (“Agreement”) with Fenix Capital Funding, LLC (“Fenix”).

2 65. According to the terms of the Agreement, in consideration of \$20,000.00,  
3 Defendants sold, assigned, and transferred nine percent of its future sales proceeds, up to an  
4 aggregate amount of \$29,800.00, to Fenix.

5 66. On or about May 24, 2023, Defendants defaulted under the Agreement when they  
6 failed to pay Fenix as agreed.

7 67. On July 10, 2023, the Kings County Clerk in the State of New York entered a  
8 default judgment against Defendants in the amount of \$49,742.00.

9 68. Because of Defendants’ poor financial health—including their unwillingness  
10 and/or inability to pay their bills—they knew or should have known that they could not reliably  
11 fulfill customer orders for which they accepted deposits.

12 **C. In connection with its failure to order or otherwise deliver customer orders,**  
13 **Defendants made other misrepresentations to customers regarding delivery**  
14 **dates, availability of ordered products, and refunds, and accepted forms of**  
15 **payment.**

16 69. Defendants falsely represented to some customers that orders would be delivered  
17 on dates certain and falsely represented that ordered dresses had been delivered to Oh La La and  
18 were available to the customer.

19 70. For instance, Sophia Q. placed an \$841 deposit with Defendants on March 3,  
20 2023.

21 71. Defendants told Sophia Q. that her dress was ready to be picked up on three  
22 separate occasions.

23 72. Sophia Q. never received her order or a refund.

24 73. Similarly, Lizbeth S. paid Defendants in full (\$1,825.43) on February 18, 2023 for  
25 her daughter’s dress.

26 74. Defendants told Lizbeth S. that the dress would be delivered in August 2023; it  
27 was not.

28 75. When Lizbeth S. visited Defendants’ 16<sup>th</sup> St. location on October 11, 2023 to

1 inquire about her order, Defendant Cuellar told Lizbeth S. that her order would be delivered the  
2 next day; it was not.

3 76. Lizbeth S. never received her order or refund.

4 77. When addressing untimely orders and deliveries, Defendants falsely represented to  
5 some customers that they would provide refunds.

6 78. Defendants failed to provide these refunds as represented to customers.

7 79. For instance, Laura R. purchased a dress from Defendants on December 7, 2022  
8 for \$2,300.00.

9 80. After Laura R's order was not delivered on time, Defendant Cuellar promised Ms.  
10 R. a full refund, but Defendants never provided Laura R. with the promised refund.

11 81. Defendant Cuellar misrepresented her identity to some customers.

12 82. For instance, Defendant Cuellar identified herself as "Yazmin" when she promised  
13 to refund Laura R.

14 83. On several occasions, Defendants falsely represented that customers could not pay  
15 with credit or debit cards because their card reader was not functioning properly.

16 84. On information and belief, Defendants were at all times relevant to this complaint  
17 able to accept credit and debit card payments, but falsely represented that their card reader was  
18 not working properly to divert money away from accounts known to Defendants' creditors.

19 85. For instance, Yesenia B. purchased a dress from Defendants and placed two  
20 deposits with Defendants: \$1,000.00 on June 15, 2023 and \$460.00 on August 29, 2023.

21 86. Defendants required Yesenia B. to pay both deposits in cash because they claimed  
22 the store's credit card reader was not working.

23 **V. CLAIMS FOR RELIEF**

24 87. The State realleges all prior allegations of this Complaint as though fully set forth  
25 herein.

26 88. The conduct described in the preceding paragraphs of this Complaint constitutes  
27 deception, deceptive or unfair acts or practices, fraud, false pretenses, false promises,  
28 misrepresentations, or concealment, suppression or omission of material facts with intent that



1 others rely on such concealment, suppression or omission, in connection with the sale or  
2 advertisement of merchandise in violation of A.R.S. §§ 44-1521 to -1534, including, but not  
3 limited to:

- 4 a. Defendants engaged in deceptive and unfair acts and practices by:
  - 5 i. Accepting customer deposits without the intent to deliver orders;
  - 6 ii. Accepting customer deposits when they knew or should have known  
7 that they could not deliver customer orders;
  - 8 iii. Falsely representing that customer orders would be delivered on dates  
9 certain;
  - 10 iv. Falsely representing that they would provide customers with refunds;  
11 and
  - 12 v. Falsely representing that customers could not pay with a credit or debit  
13 card.
- 14 b. Defendant Cuellar engaged in deceptive and unfair acts and practices by  
15 misrepresenting her identity to customers.

16 89. While engaging in the acts and practices alleged in this Complaint, Defendants  
17 knew or should have known that that their conduct was of the nature prohibited by A.R.S. § 44-  
18 1522, subjecting themselves to enforcement and penalties as provided in A.R.S. § 44-1531(A).

19 90. With respect to the unfair acts and practices described above, these acts and  
20 practices caused or were likely to cause substantial injuries to consumers that were not  
21 reasonably avoidable by consumers and were not outweighed by countervailing benefits to  
22 consumers or to competition.

23 **VI. PRAYER FOR RELIEF**

24 **WHEREFORE**, the State respectfully requests that the Court:

25 91. Pursuant to A.R.S. § 44-1528(A)(1), issue a permanent injunction in accordance  
26 with Ariz. R. Civ. P. 65(d)(1), enjoining and restraining (a) Defendants, (b) their officers,  
27 agents, servants, employees, attorneys, and (c) all persons in active concert or participation with  
28 anyone described in part (a) or (b) of this paragraph, directly or indirectly, from engaging in

1 deceptive, misleading, or unfair acts or practices, or concealments, suppressions, or omissions,  
2 that violate the CFA, A.R.S. § 44-1522(A), including specific injunctive relief barring  
3 Defendants from engaging in the unlawful acts and practices set forth above;

4 92. Pursuant to A.R.S. § 44-1528(A)(2), order Defendants to restore to all persons in  
5 interest any monies or property, real or personal, in the amount of at least \$43,855.00 which may  
6 have been acquired by any means or any practice in this article declared to be unlawful;

7 93. Pursuant to A.R.S. § 44-1528(A)(3), order Defendants to disgorge all profits,  
8 gains, gross receipts, or other benefits obtained as a result of their unlawful acts alleged herein,  
9 in the amount of at least \$43,855.00;

10 94. Pursuant to A.R.S. § 44-1528(A)(4), issue a permanent injunction, enjoining and  
11 restraining Defendants from engaging in the sale and advertisement of clothing or other apparel  
12 in Arizona.

13 95. Pursuant to A.R.S. § 44-1531, order Defendants to pay to the State of Arizona a  
14 civil penalty of \$10,000 for each willful violation by each Defendant of A.R.S. § 44-1522, in the  
15 total amount of at least \$310,000;

16 96. Pursuant to A.R.S. § 44-1534, order Defendants to reimburse the State for its costs  
17 and attorneys' fees incurred in the investigation and prosecution of Defendants' activities  
18 alleged in this Complaint;

19 97. Pursuant to A.R.S. § 44-1201, require Defendants to pay pre-judgment and post-  
20 judgment interest to the State and all consumers;

21  
22 DATED this 6<sup>th</sup> day of March, 2024.

23  
24 KRISTIN K. MAYES  
25 Attorney General

26 By: /s/ Stephen J. Emedi  
27 Stephen J. Emedi  
28 Assistant Attorney General  
*Attorney for the State of Arizona*