



2. Plaintiff, Shien-Lin Saber (“Saber”) is an individual residing in the State of California.

3. Defendant, Sentient Laser, LLC (“Sentient”) is a Colorado limited liability company with its principal office located in the State of Utah.

4. The Court has subject-matter jurisdiction over this dispute pursuant to 28 U.S.C. § 1332(a) because there is complete diversity of citizenship and the amount in controversy exceeds the sum of \$75,000.00, exclusive of costs and interest.

5. This court has personal jurisdiction over Defendant based upon its continuous and systematic contacts with the State of Utah, through its regular transaction of business in this judicial district. Also, Defendant’s principal place of business is located in the State of Utah. Furthermore, pursuant to the written agreement(s) that is the subject of this litigation, all parties, including Defendant, have submitted themselves to the exclusive jurisdiction of the courts of Utah.

6. Venue is proper in this district pursuant to 28 U.S.C. § 1391.

**GENERAL ALLEGATIONS**

7. On or about July 20, 2018, Sentient offered Saber a Sciton laser for \$149,995.00 with certain components, including but not limited to profractional component (the “First Laser”).

8. Saber placed a \$15,000.00 payment for the First Laser and the parties agreed to the sale of the First Laser.

9. Subsequently, Saber was informed by Sentient that the First Laser did not have a profractional component.

10. Due to her requirement of the profractional component, Saber requested a refund of her \$15,000.00 payment on the First Laser.

11. In order to keep the \$15,000.00 and book a sale, Sentient offered a second laser product with microlaser peel and profractional component with accessories (the “Second Laser”).

12. Saber agreed to the Second Laser.

13. Sentient issued an agreement to Saber for \$151,450.00 for the Second Laser, including shipping and installation (the “Contract”). A true and correct copy of the contract is attached hereto as Exhibit A.

14. Saber made payment on the Second Laser.

15. After receiving the Second Laser, Saber learned that Sentient had not shipped six modules and handpieces, including the profractional component, collimated handpieces, Forever Bare module, ProLipo, Pro V, and other attachments and accessories (collectively, the “Components”).

16. The laser requires certain applications tips and accessories, including the Halo and Diva tips, that are consumable goods and need to be replaced often or after every use.

17. Prior to accepting the Second Laser, the sales call involved a video chat in which Sentient showed two bags of Halo tips and extra Diva tips that came with the Second Laser and told Saber could order thereafter from the company, as she needed them.

18. The delivery of the Second Laser did not include all of the promised Halo or Diva tips.

19. Saber went to purchase the Halo tips and was told that she could not purchase the same directly due to the Laser being a resale.

20. To date, Saber still does not have all the Components she purchased with the Second Laser in 2018.

21. All conditions precedent have been satisfied, waived or otherwise resolved.

22. Plaintiff has hired undersigned counsel as her attorney and has incurred reasonable fees and costs for this action.

**COUNT I**  
**Rescission**

Plaintiff sues Defendant and repeats and realleges the allegations contained in paragraphs 1 through 22, and further alleges:

23. Sentient and Saber reached an understanding as to the First Laser.

24. After disclosing that the First Laser did not include certain necessary Components, Saber demanded a refund, and Sentient offered a Second Laser to meet her Component requirements.

25. Based on Sentient's commitment and representations that the Second Laser contained the necessary and desired Components, she agreed to the transaction and paid Sentient per the Contract.

26. During negotiations for the purchase, Sentient made written and verbal false statements concerning material facts to Plaintiff as to the components, modules, handpieces, and other attachments and accessories, the value of the subject equipment and availability of tips.

27. Sentient knew or should have known about Components and tips and its effect on Plaintiff's purchase of the Second Laser compared to her refund request.

28. Sentient knew or should have known that Plaintiff relied on Sentient as the re-seller and experience in purchasing, refurbishing, selling and installing lasers.

29. Plaintiff was not aware of the inability to purchase directly the tips.

30. Plaintiff was not aware of the missing Components.

31. Plaintiff was not aware of the false or misleading statements by Sentient until after the purchase, as it was impossible or inconvenient for Plaintiff to discover the same beforehand, and Plaintiff reposed trust and confidence in Sentient with regard the Second Laser and Components.

32. Alternatively, the terms and purchase of the laser constitute a mutual mistake between the parties as to the material terms.

33. The missing Components and inability to directly purchase the tips and its effect on Saber's practice, have made full performance and full use of the Second Laser impossible.

34. At all times material hereto, Sentient had knowledge that Saber's use of the lasers and Components and knew that its statements as to the Second Laser, Components and tips would affect its value, Saber's decision not to seek a refund and to purchase the Second Laser.

35. The missing Components and issues with purchasing tips have frustrated the purpose for which Plaintiff bargained.

36. The subject contract between Plaintiff and Sentient as it stands in light of the missing Components and issues with purchasing the tips, and Sentient's knowledge thereof, have acted to operate to the disadvantage of Plaintiff and to the unconscionable advantage of the Sentient.

37. Sentient's attempt to benefit and keep the entire purchase price is not proper or equitable.

38. Plaintiff has no adequate remedy at law.

39. Plaintiff has notified Sentient verbally and in writing that it demanded return of its money, return the machine, thereby terminating and rescinding the subject contract.

40. To date, Plaintiff has not received value or benefit from the subject contract.

41. Sentient has received the money from Plaintiff in furtherance of the subject contract.

42. As the Second Laser can be returned, the status quo would be restored to the parties by rescission of the subject contract and return of Plaintiff's monies.

WHEREFORE, as set forth above, Plaintiff prays and requests the entry of a judgment rescinding and cancelling the subject contract for the laser, between the parties, together with a money judgment against the purchase price, attorney's fees pursuant to the subject contract(s) and such other and further relief the Court deems just and proper.

**COUNT II**  
**Violation of Utah Code §13-5-1 (et seq.)**

Plaintiff sues Defendant and repeats and realleges the allegations contained in paragraphs 1 through 42, and further alleges:

43. The Unfair Practices Act pursuant to Utah Code §13-5-1 (et seq.), it is unlawful for a person to participate or act in connection with the offer, sale or purchase of a good, (a) to advertise goods, ware, or merchandize that person is not prepared to supply; (b) engage in unfair competition in commerce or trade obtain money or property by means of any untrue statement of a material fact or any omission to state a material fact necessary in order to make the statement made, in light of the circumstances under which they were made, not misleading; or (c) engage in any transaction, practice or course of business which operates as a fraud or deceit on a person.

44. The Contract was made in violation of the Unfair Practices Act.

45. The Contract is an illegal contract and not enforceable.

46. Defendant participated in the offer and/or sale of Components and equipment which it did not have available for sale.

47. Defendant participated in the offer and/or sale of the Second Laser claiming that tips and disposables would be available for direct purchase by Saber.

48. During negotiations for the purchase, Sentient made written and spoken false statements concerning material facts to Plaintiff as to the components, modules, handpieces, and other attachments and accessories, the value of the subject equipment and availability of tips.

49. Sentient knew or should have known that Plaintiff relied on Sentient as the re-seller and experience in purchasing, refurbishing, selling and installing lasers.

50. Plaintiff was not aware of the false or misleading statements by Sentient until after the purchase as it was not possible for Plaintiff to discover the same beforehand, and Plaintiff reposed trust and confidence in Sentient with regard the Second Laser and Components.

51. At all times material hereto, Sentient had knowledge that Saber's use of the lasers and Components and knew that its statements as to the Second Laser, Components and tips would affect its value, Saber's decision not to seek a refund and to purchase the Second Laser.

52. The statements as to the Components and tips being available were made for the purpose of inducing Plaintiff to purchase the Second Laser.

53. Defendant obtained payment from Plaintiff under false pretenses in a scheme to defraud Plaintiff associated with the lasers.

54. As a result of the conduct set forth above, Sentient violated Unfair Practices Act pursuant to Utah Code §13-5-1 (et seq.).

55. By virtue of Sentient's wrongful acts, Plaintiff has been injured in connection with the Second Laser.

56. By virtue of Sentient's wrongful acts, Plaintiff is entitled to three times its damages and the other remedies set forth in Utah Code § 13-5-14 and Utah Code § 13-5-13.

57. Saber is entitled to its attorneys' fees pursuant to Utah Code.

WHEREFORE, as set forth above, Plaintiff prays and requests a judgment for damages against Defendant, and for such other and further relief the Court deems just and proper.

**COUNT III**  
**Breach of Contract**

Plaintiff sues Defendant and repeats and realleges the allegations contained in paragraphs 1 through 57, and further alleges:

58. Sentient and Saber entered into the Contract for the Second Laser.

59. Sentient breach the Contract, including failing to deliver the Components and tips.

60. To date, Plaintiff has not received value or benefit from Contract.

61. Sentient has received the money from Plaintiff in furtherance of the Contract.

62. Plaintiff has been damaged by the breach as she is unable to utilize the full use of the Second Laser.

WHEREFORE, as set forth above, Plaintiff prays and requests entry of a judgment for damages against Defendant, attorney's fees pursuant to the subject contract and such other and further relief the Court deems just and proper.

**JURY DEMAND**

Pursuant to Rule 38 of the Federal Rules of Civil Procedure and the Seventh Amendment to the United States Constitution, Plaintiffs demand a trial by jury on all issues properly triable by jury.

DATED this 15<sup>th</sup> day of October, 2019.

HANSEN BLACK ANDERSON ASHCRAFT

*/s/ Nate D. Ashcraft* \_\_\_\_\_  
Nate D. Ashcraft  
*Attorneys for Plaintiff*

**Plaintiff's address**

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