

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS
_____ DIVISION

STATE OF ARKANSAS, *ex rel.*
LESLIE RUTLEDGE, ATTORNEY GENERAL

PLAINTIFF

v. CASE NO. _____

ANTONIO FLOWERS d/b/a FLOWERS
AND SON LAWN EXPRESS SERVICES

DEFENDANT

COMPLAINT

The State of Arkansas, *ex rel.* Leslie Rutledge, Attorney General (“the State”),
for its Complaint against Antonio Flowers d/b/a Flowers and Son Lawn Express
Services (“Flowers” or “Defendant”), states:

I. INTRODUCTION

1. This is a consumer protection action brought to redress and restrain
violations of the Arkansas Deceptive Trade Practices Act, Ark. Code Ann. § 4-88-101
through 115 (“ADTPA”).

2. Defendant Antonio Flowers, doing business as Flowers and Son Lawn
Express Services, solicits business for various goods and services, including, but not
limited to lawn maintenance, drainage work, car repair, fence-building, deck-
building, home repair, and other residential home improvement services. Flowers
mostly solicits business over Facebook and Facebook Messenger, with no intent or
ability to complete the work for which Arkansas consumers pay. Since 2018, the

Attorney General's Office has received complaints from ten (10) consumers who paid Flowers for work that he failed to begin or complete.

3. These acts, as described in more detail below, are deceptive and unconscionable trade practices in violation of the ADTPA.

4. The State seeks an injunction, an order imposing civil penalties, restitution for affected consumers, and other relief against Defendant.

II. PARTIES

5. Plaintiff is the State of Arkansas, *ex rel.* Leslie Rutledge, Attorney General. Attorney General Rutledge is the chief legal officer of the State. Pursuant to Ark. Code Ann. § 4-88-104 and § 4-88-113, the State may seek civil enforcement of the ADTPA.

6. Defendant Antonio Flowers d/b/a Flowers and Son Lawn Express is a sole proprietorship with no business registration with the Arkansas Secretary of State. Upon information and belief, Defendant lives at 7108 Knollwood Rd., Little Rock, Arkansas 72209.

III. JURISDICTION

7. This Court has jurisdiction over this matter pursuant to Ark. Code Ann. § 4-88-104 and the common law of the State of Arkansas.

8. This Court has jurisdiction over Defendant pursuant to Ark. Code Ann. § 16-4-101. At all times relevant to this lawsuit, Defendant systematically and continually conducted business in the State of Arkansas and availed himself of the privileges of conducting activities within the State of Arkansas.

9. Venue is proper pursuant to Ark. Code Ann. §§ 4-88-104, 4-88-112 and the common law of the State of Arkansas.

IV. FACTUAL ALLEGATIONS

10. Defendant advertises on Facebook that he performs various commercial, residential, and industrial services, including, but not limited to leaf removal, bush hogging, fencing and decking installation and repair, home repairs, pressure washing, and French drain installation.¹

11. “Flowers and Son Lawn Express Services” is not registered with the Arkansas Secretary of State as a business entity or as a fictitious business name.

12. Defendant has never been licensed by the Arkansas Residential Contractors Committee for home improvement contracting costing more than \$2,000 as required by Ark. Code Ann. § 17-25-505.²

13. The Arkansas Attorney General has received 10 consumer complaints since 2018, each stating that Flowers failed to begin or complete various services for which he was paid.

14. After Consumer A posted on a Little Rock Facebook group that she needed her car repaired, Defendant contacted her by Facebook Messenger and offered to fix her radio, power steering pump, and two of her car’s windows. On January 19, 2018, after Flowers told Consumer A that he needed money for parts

¹ Exhibit 1- Screenshots of Defendant’s Facebook advertisements.

² Pursuant to Ark. Code Ann. § 17-25-513(3)(A), there is a licensing exemption for “[a] person or entity acting as a residential building contractor or a home improvement contractor on any project, when the cost of the work done or to be done does not exceed two thousand dollars (\$2,000)”; On May 19, 2021, The Arkansas Contractor’s Licensing Board (“ACLB”) issued a \$7,600 fine and Cease and Desist Order against Flowers for working without a license and failing to begin or complete work.

and would write up an invoice, she paid him \$300. Since then, Flowers has failed to begin any work or provide a refund.³

15. Consumer B paid Flowers \$315 via Cash App in March 2019 for lawn care and a television wall mounting. On April 17, 2019, Consumer B requested a refund for unperformed services. Flowers promised Consumer B a refund via text message, but has failed to return any of Consumer B's unearned payment.⁴

16. On April 11, 2019, Consumer C paid Flowers \$90 to mow her lawn that day and to prepay for the following week. On April 20, 2019, Consumer C paid Flowers \$650 for landscaping and an additional \$90 for Flowers to mow her yard twice more during the next two weeks. After mowing her yard only once, Flowers failed to complete any more work or to provide a refund despite repeatedly promising that her refund check was in the mail.⁵

17. On August 7, 2019, Consumer D paid Flowers a 50% deposit of \$600 to install a privacy fence. On September 6, 2019, Consumer D sent Flowers a Facebook message demanding that he begin work or provide a refund. On September 9, 2019, Flowers set some posts in cement to begin the fence. As of today's date, Flowers has not done any more work on the fence or provided a refund.⁶

18. On December 3, 2019, Consumer E contacted Flowers via Facebook to remove and replace a fence at the daycare where she works. On January 17, 2020,

³ Exhibit 2- Consumer Complaint 18-02418 and supporting documents.

⁴ Exhibit 3- Consumer Complaint 19-02573 and supporting documents.

⁵ Exhibit 4- Consumer Complaint 19-03622 and supporting documents.

⁶ Exhibit 5- Consumer Complaint 20-04765 and supporting documents.

Consumer E signed a contract and paid Flowers a 50% deposit of \$1,100 by cashier's check. While the original deadline was February 3, 2020, Flowers pushed back the completion date on February 2, February 18, March 24, March 31, April 2, and April 31 via emails to Consumer E. Flowers removed and hauled off the original damaged fence, but failed to begin or complete installation of the new fence. Consumer E and the daycare then had to hire another contractor at an additional cost to install the new fence.⁷

19. On June 18, 2020, Consumer G paid Flowers \$500 for landscaping work and to install a French drain. After Flowers delayed the start date several times, Consumer G requested a refund, to which Flowers agreed. As of today's date, Flowers has not completed any work or provided a refund.⁸

20. On July 25, 2020, Consumer H paid Flowers \$625 to purchase parts to install a French drain during the week of August 16-21, 2020. On November 27, Flowers dug a 10-foot ditch cutting into temporary drains that Consumer H had already installed. As of today's date, Flowers has not completed the work or provided a refund of the unearned deposit.⁹

21. On August 18, 2020, Flowers contacted Consumer I on Facebook after she posted in a group that she needed flowerbeds built. Consumer I demanded a refund of her \$180 payment in November 2020, but to date, Flowers has failed to begin work or refund the unearned payment.¹⁰

⁷ Exhibit 6- Consumer Complaint 20-05714 and supporting documents.

⁸ Exhibit 7- Consumer Complaint 20-10788 and supporting documents.

⁹ Exhibit 8- Consumer Complaint 20-11148 and supporting documents.

¹⁰ Exhibit 9- Consumer Complaint 20-11287 and supporting documents.

22. On August 21, 2020, Consumer F paid Flowers \$2,500 to tear down and rebuild a flowerbed and to add a French drain. Flowers completed very little work, failed to install the French drain, and failed to refund any of the unearned payment.¹¹

23. On March 9, 2021, Consumer J paid Flowers a 50% deposit of \$2,550 to build a fence, repair her deck, and fix her shed by March 31, 2021. On April 19, Flowers promised to give her a refund later that day. To date, Flowers has failed to complete any work or provide a refund.¹²

V. VIOLATIONS OF LAW

24. The ADTPA sets forth the State's statutory program prohibiting deceptive and unconscionable trade practices.¹³

25. The lawn care and residential construction business practices of Defendant constitutes the sale of "goods" or "services."¹⁴ The same business practices constitute business, commerce, or trade.¹⁵

26. Pursuant to Ark. Code Ann. § 4-88-107(a)(10), it is unlawful for any person to engage in unconscionable, false, or deceptive acts or practices in business, commerce, or trade. Defendants have violated this provision by:

- a. Charging consumers upfront deposits of up to 50% for the purchase of goods and services and wholly failing to provide the appropriate goods or completely render the services;

¹¹ Exhibit 10- Consumer Complaint 20-10524 and supporting documents.

¹² Exhibit 11- Consumer Complaint 21-02655 and supporting documents.

¹³ Ark. Code Ann. §§ 4-88-101, *et seq.*

¹⁴ Ark. Code Ann. § 4-88-102(4) and (7).

¹⁵ Ark. Code Ann. § 4-88-107.

- b. Misleading consumers about completion dates, the quality of its work, and the reasons for the delay of the goods and services; and
- c. Failing to return phone calls and text messages from customers or provide refunds of unearned payments.

27. Ark. Code Ann. § 4-88-108(1) prohibits the “act, use, or employment by any person of any deception, fraud, or false pretense.” Defendant violated this provision by accepting payment for goods and services while failing to provide the goods or complete the services.

28. Ark. Code Ann. § 4-88-107(a)(3) “[a]dvertising the goods or services with the intent not to sell them as advertised. Defendant violated this provision by advertising and soliciting business via Facebook with no intent or ability to provide goods or complete services.

PRAYER FOR RELIEF

29. The Attorney General may bring a civil action to seek to prevent persons from engaging in the use or employment of prohibited practices.¹⁶

30. Likewise, the Attorney General may bring a civil action to seek to restore to any purchaser who has suffered any ascertainable loss by reason of the use or employment of the prohibited practices any moneys or real or personal property which may have been acquired by means of any practices declared to be unlawful, together with other damages sustained.¹⁷

¹⁶ Ark. Code Ann. § 4-88-113(a)(1).

¹⁷ Ark. Code Ann. § 4-88-113(a)(2)(A).

31. The Attorney General may seek an injunction prohibiting any person from engaging in any deceptive or unlawful practice.¹⁸

32. Any person who violates the provisions of the ADTPA may be assessed a civil penalty of up to \$10,000 per violation.¹⁹

33. In addition, any person who violates the provisions of the ADTPA shall be liable to the Office of the Attorney General for all costs and fees, including but not limited to, expert witness fees and attorney's fees, incurred by the Office of the Attorney General in the prosecution of such actions.²⁰

34. A "person" is an individual, organization, group, association, partnership, corporation, or any combination thereof.²¹

35. Defendant is a "person" who has engaged in an unconscionable, false, or deceptive act or practice in business, commerce, or trade.

36. Pursuant to Ark. Code Ann. § 4-88-113(d)(1), "[e]very person who directly or indirectly controls another person who is in violation of or liable under" the ADTPA and every partner, officer, or director of another person who is liable thereunder "shall be jointly and severally liable for any penalties assessed and any monetary judgments awarded in any proceeding for civil enforcement of the provisions of" the ADTPA, "provided that the persons to be held jointly and severally liable knew or reasonably should have known of the existence of the facts by reason of which the violation or liability exists."

¹⁸ Ark. Code Ann. §§ 4-88-104 and 4-88-113(a)(1).

¹⁹ Ark. Code Ann. § 4-88-113(a)(3).

²⁰ Ark. Code Ann. § 4-88-113(e).

²¹ Ark. Code Ann. § 4-88-102(5).

37. The State will exercise its right to a trial by jury.

WHEREFORE, the above premises considered, the State of Arkansas, *ex rel.*

Leslie Rutledge, Attorney General, respectfully requests that this Court:

- a. Issue such orders, pursuant to Ark. Code Ann. §§ 4-88-104 and 4-88-113(a)(1), as may be necessary to prevent the use or employment by Defendant of the practices described herein which are violations of the ADTPA;
- b. Issue an order, pursuant to Ark. Code Ann. § 4-88-113(a)(2)(A), requiring Defendant to pay consumer restitution to those Arkansas consumers affected by the activities outlined herein; in addition, or in the alternative, enter an order requiring Defendant to remit to affected consumers all sums obtained from Arkansas consumers by methods prohibited by Arkansas law;
- c. Impose civil penalties pursuant to Ark. Code Ann. § 4-88-113(b), to be paid to the State by Defendant in the amount of \$10,000.00 per each violation of the ADTPA proved at a trial of this matter, the full amount of which will exceed the amount necessary to establish federal diversity jurisdiction.
- d. Issue an order, pursuant to Ark. Code Ann. § 4-88-113(e), requiring Defendant to pay the State's costs in this investigation and litigation, including, but not limited to, attorneys' fees and costs; and

- e. For all other just and proper relief to which the State may be entitled.

Respectfully submitted,

LESLIE RUTLEDGE
ATTORNEY GENERAL

By:  _____

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