

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS  
CIVIL DIVISION

STATE OF ARKANSAS, *ex rel.*  
TIM GRIFFIN, ATTORNEY GENERAL

PLAINTIFF

v. CASE NO. 60CV-25 -

BOLTZ, LLC d/b/a BOLTZ STEEL FURNITURE and  
SUSAN FARRELL, IN HER PERSONAL CAPACITY

DEFENDANTS

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COMPLAINT

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I. INTRODUCTION

1. Boltz LLC d/b/a Boltz Steel Furniture (“Boltz”) is a business located in Greenbrier, Arkansas. Boltz purports to manufacture and sell steel furniture for homes and offices that can be delivered quickly. In reality, Boltz profits by soliciting and accepting consumers’ hard-earned money only to never deliver the purchased furniture.

2. Susan Farrell (“Farrell”) owns, operates, and controls Boltz.

3. To date, the Office of the Arkansas Attorney General (“OAG”) has received 33 consumer complaints alleging Boltz failed to provide purchased furniture or failed to issue a refund for non-delivered goods. The amount of these complaints totals \$27,634.03.

4. Defendants represent to consumers that most orders for furniture will be delivered within 12 business days.<sup>1</sup> Some items are advertised with a longer delivery period. However,

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<sup>1</sup> Exhibit 1

Defendants routinely fail to deliver within the promised timeframe, often failing to deliver within months or even years after the date of purchase. In fact, most consumers never receive their purchased furniture at all. And in the limited instances where furniture was actually delivered, it arrived defective.

5. When consumers contact Defendants to inquire about the status of their purchase, Defendants use delay tactics such as excuses about missing parts or by promising to call the consumers back but then failing to do so.

6. Consumers asking for a refund fare no better. Defendants likewise provide excuses or state the refund request is being processed by the accounting department. Upon suspicion and belief, the accounting department is composed of the same individuals handling customer care calls—in other words, there is no “accounting department.” Eventually, Defendants often stop answering consumers’ communications altogether.

7. Defendants’ willful and repeated solicitation and acceptance of consumers’ payments for no product constitutes deceptive trade practices under the Arkansas Deceptive Trade Practices Act, (“ADTPA”) Ark. Code Ann. 4-88-101 et seq.

8. The State seeks an order imposing civil penalties, restitution for affected consumers, injunctive relief, and other relief against Defendants.

## **II. PARTIES**

9. Plaintiff is the State of Arkansas, *ex rel.* Tim Griffin, Attorney General. Attorney General Griffin is the chief legal officer of the State. Under Ark. Code Ann. §§ 4-88-104 and 4-88-113, the State may seek civil enforcement of the ADTPA.

10. Defendant Boltz is a foreign limited liability company organized in Wisconsin and registered with the Arkansas Secretary of State. Its physical location and agent address is 227 HWY 25 N, Greenbrier, AR 72058.

11. Defendant Farrell is the owner, operator, and registered agent of Boltz. Defendant Farrell is a controlling person of Boltz. She has two listed addresses: one at 227 HWY 25 N, Greenbrier, AR 72058, and another at PO Box 1284, Naples, FL 34106. As the controlling person of Boltz, she is personally liable not only for her own personal acts in violation of Arkansas law, but also for the acts of Boltz and its employees or agents.

### **III. JURISDICTION AND VENUE**

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

13. This Court has jurisdiction over the Defendants under Ark. Code Ann. § 4-88-113(d)(1), which states: “Every person, or every partner, officer, or director of another person who directly or indirectly controls another person or who is in violation of or liable” under the ADTPA “shall be jointly and severally liable for any penalties assessed and any monetary judgments awarded in any proceeding for civil enforcement of this chapter, if 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.” Ark. Code Ann. § 4-88-113(d)(1). Each person subject to liability under Ark. Code Ann. § 4-88-113(d)(1) “shall be deemed, as a matter of law, to have purposely availed himself or herself of the privileges of conducting activities within Arkansas sufficient to subject the person to the personal jurisdiction” of the Court. Ark. Code Ann. § 4-88-113(d)(3).

14. The State references federal law in its Complaint to show the duty of Defendants

to Arkansas consumers, but the State's claims arise under state law.

15. Venue is proper pursuant to Ark. Code Ann. §§ 4-88-104, 4-88-112, 16-60-104, and the common law of the State of Arkansas.

#### **IV. FACTUAL ALLEGATIONS**

16. Defendants have engaged in a persistent, ongoing practice of taking advantage of Arkansas consumers through a pattern of deceptive and unconscionable behaviors.

17. Defendants advertise for sale steel furniture that is manufactured in-house.

18. Defendants advertise the average delivery time is from three to twelve business days following placement of the order; however, Defendants consistently fail to provide the goods as promised.

19. Even for products with longer estimated shipping dates, Defendants fail to deliver within the advertised timeframe.

20. When consumers discover that they will not receive their orders within the estimated timeframe, they contact Defendants only to be put off with excuses and promises to call back later until eventually they are met with silence.

21. Defendants' excuses include blaming the lack of delivery on vendors' delays in shipping parts for the furniture. However, based on the repeated number of times this "delay" occurred, Defendants knew or should have known that parts were not available when consumers placed their orders. Yet Defendants still advertised that orders would be shipped as normal, usually within 12 business days or less.

22. In fact, Defendants admitted to at least one consumer that consumers often wait months before receiving items due to vendor delays.

23. Additionally, the Federal Trade Commission (“FTC”) establishes a default shipping time of 30 days when a business does not inform consumers of a shipping date. When that date is delayed and a business cannot provide a definitive date, the business must inform the consumer, and that consumer has a right to a refund. Defendants routinely failed to adhere to the FTC’s rule when they (1) failed to give a definitive shipping date, (2) failed to contact consumers of delays, and (3) refused to issue refunds. 16 C.F.R. § 435.2.

24. Once consumers realize they are never going to receive their orders, they request refunds. Defendants then continue their pattern of stringing consumers along with excuses and promises that their refund requests are being processed by the accounting department. However, consumers never hear back from the accounting department, nor can they ever get in touch with the accounting department.

25. Upon suspicion and belief, there is no independent accounting department. Instead, refund requests like the ones at issue in this complaint are handled by the same staff responsible for consumer orders and calls.

26. Consumers are left without their purchased furniture, and Defendants refuse to issue refunds.

27. In at least four instances, Defendants delivered defective furniture. Defendants refused to provide a refund as promised.

28. The Better Business Bureau reports 18 complaints closed against Defendants in the past five years. Many of these complaints describe an identical pattern of behavior as the complaints received by the OAG: consumers purchase furniture and are promised that the items will be delivered within a certain timeframe, only for Defendants to fail to deliver the goods not only within the promised timeframe, but at all; consumers attempt to communicate with

Defendants about their missing orders, but Defendants fail to truthfully communicate with the consumers or provide refunds; and eventually, Defendants fail to respond to consumers at all.

**Consumers who received no product and no refund.**

**A. Consumer 1**

29. James Stephen (“Stephen”) purchased four stereo component stands from Defendants on January 3, 2023, for \$869.52 and paid via credit card.<sup>2</sup>

30. Defendants represented that the furniture would be delivered within 12 weeks.

31. After the 12 weeks expired and Stephen had not received his stereo stands, he contacted Defendants on April 3, 2023, requesting an update. Defendants’ excuse was that they were waiting on parts before the stereo component stands could be delivered.<sup>3</sup>

32. By the end of July 2023, Stephen had still not received his stereo stands. Stephen again contacted Defendants for an update and was given the same excuse as before, that Defendants were waiting on parts.

33. On July 31, 2023, Defendants informed Stephen that it could be another four to six weeks before the furniture would be delivered, making it over seven months since the order was placed. At this point, Stephen requested a refund.<sup>4</sup> Upon asking for a refund, Defendants suddenly found the parts needed to complete Stephen’s order.<sup>5</sup> Stephen again requested a refund and was advised that his order will be canceled and sent to the accounting department for a refund.

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<sup>2</sup> Exhibit 2 at pp. 1-5.

<sup>3</sup> *Id.* at p. 8.

<sup>4</sup> *Id.*

<sup>5</sup> *Id.* at p. 7.

34. Stephen contacted Defendants' accounting department multiple times in August 2023 for updates on his refund, but Defendants never responded.

35. Defendants refused to address Stephen's complaint. As of the date of this filing, Stephen has not received the product he ordered or a refund.

36. Stephen is over 60 years of age and is an elder person considered particularly vulnerable under the ADTPA. Ark. Code Ann. § 4-88-201(2).

**B. Consumer 2**

37. Arthur Gunzl ("Gunzl") placed an order for a storage rack on July 20, 2023, and paid \$308.56 via PayPal.<sup>6</sup>

38. Gunzl was promised that the order would be delivered within three to five business days.<sup>7</sup> When Gunzl contacted Defendants for an update on August 24, 2023, he was informed that delivery could take another four to six weeks.<sup>8</sup>

39. Gunzl's products never arrived. Gunzl contacted Defendants multiple times between August 2023 to June 2024 requesting updates on his order. He was always met with the excuse that Defendants were waiting on the vendors to ship the furniture parts.<sup>9</sup>

40. On June 13, 2024, nearly one year after placing the order, Gunzl requested a refund.

41. Defendants refused to address Gunzl's complaint. As of the date of this filing, Gunzl has not received a refund or his purchased product.

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<sup>6</sup> Exhibit 3 at pp. 1-4 and 10-11.

<sup>7</sup> *Id.* at p. 10.

<sup>8</sup> *Id.* at p. 8.

<sup>9</sup> *Id.* at pp. 6-8.

42. Gunzl is over 60 years of age and is an elder person considered particularly vulnerable under the ADTPA. Ark. Code Ann. § 4-88-201(2).

**C. Consumer 3**

43. On or about August 16, 2023, Brian Simmons (“Simmons”) purchased a multimedia rack and shelving expansion kit from Defendants for \$250.00 and paid via debit card.<sup>10</sup>

44. Defendants advertised the items would ship in three to seven business days.<sup>11</sup>

45. Defendants did not ship the order within the timeframe of three to seven business days as advertised on the website.

46. Simmons emailed many times over the next 15 months requesting updates on his order. Defendants always gave excuses such as the furniture parts were not ready yet, or they would tell Simmons that his order would ship in a few weeks.

47. As of the date of this filing, Simmons has not received his order or a refund.

48. Simmons identifies as an individual with a disability and is considered particularly vulnerable under the ADTPA. Ark. Code Ann. § 4-88-201(2).

**D. Consumer 4**

49. On October 2, 2023, Jorgen Kneissler (“Kneissler”) contacted Defendants inquiring as to the costs of freight and customs fees to ship two CD floor racks to Portugal.<sup>12</sup>

50. Defendants informed Kneissler that the website generates the costs and fees once the product is added to the digital shopping cart.

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<sup>10</sup> Exhibit 4

<sup>11</sup> Exhibit 1

<sup>12</sup> Exhibit 5 at p. 23.



51. That same day, Kneissler placed an order for two CD floor racks with Defendants and paid \$2,261.10 via PayPal. Defendants advertised that the order would ship within five to seven business days.<sup>13</sup>

52. Only after Kneissler placed his order and after he contacted Defendants to let them know he ordered the racks did Defendants admit to Kneissler that the CD floor racks would ship in four weeks due to vendor delays.<sup>14</sup>

53. On October 9, 2023, Kneissler discovered that his bank canceled his order. Kneissler again contacted Defendants regarding the shipping timeline and inquiring as to whether he should reorder the furniture.

54. Defendants assured Kneissler that the CD floor racks would ship within four to six weeks.

55. On October 19, 2023, Kneissler reordered both CD floor racks and paid via PayPal.<sup>15</sup>

56. By November 30, 2023, Defendants had not shipped Kneissler's order. He emailed Defendants, and they blamed the shipping delay on vendors.

57. Throughout the next year, Kneissler consistently contacted Defendants for updates on his order, and each time he was met with the excuse that Defendants were waiting on vendors to send parts.<sup>16</sup>

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<sup>13</sup> *Id.* at pp. 4-5.

<sup>14</sup> *Id.* at pp. 22-23.

<sup>15</sup> *Id.* at p. 21.

<sup>16</sup> *Id.* at pp. 9-20.

58. On November 15, 2024, Kneissler requested a refund. Defendants acknowledged cancelation of his order and sent his refund request to the accounting department.<sup>17</sup>

59. Defendants never issued a refund.

60. Defendants refused to address Kneissler's complaint. As of the date of this filing, Kneissler has not received the products he ordered or a refund.

61. Kneissler is over 60 years of age and is an elder person considered particularly vulnerable under the ADTPA. Ark. Code Ann. § 4-88-201(2).

**E. Consumer 5**

62. Harry Wells ("H. Wells") purchased a CD storage rack from Defendants on September 15, 2023. H. Wells paid \$1,919.54 via credit card.<sup>18</sup>

63. Defendants represented that the order would ship three to five days after purchase.<sup>19</sup> By September 26, 2023, H. Wells had not received the CD storage rack and contacted Defendants for an update. Defendants informed H. Wells that the order should be available in three to four weeks from that day.<sup>20</sup>

64. In late October 2023, H. Wells contacted Defendants for another update only to be met with an excuse blaming the vendor for the delay in shipping.<sup>21</sup> No definitive date was given as to when H. Wells would receive the furniture.

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<sup>17</sup> *Id.* at pp. 6-8.

<sup>18</sup> Exhibit 6 at pp. 1-5.

<sup>19</sup> *Id.* at p. 5.

<sup>20</sup> *Id.* at p. 7.

<sup>21</sup> *Id.* at p. 6.

65. Approximately two months later, H. Wells contacted Defendants again for an update. Since Defendants made no progress on shipping the items, H. Wells requested a refund. Defendants promised to cancel the order and send the refund request to the accounting department.<sup>22</sup>

66. H. Wells attempted to contact the accounting department by calling at least twice and leaving messages, but Defendants never responded or issued a refund.<sup>23</sup>

67. Defendants refused to address H. Wells's complaint. As of the date of this filing, H. Wells has not received a refund or his purchased product.

68. H. Wells is over 60 years of age and is an elder person considered particularly vulnerable under the ADTPA. Ark. Code Ann. § 4-88-201(2).

**F. Consumer 6**

69. In October 2023, Bennett Wells ("B. Wells") purchased a CD rack from Defendants for \$348.31 and paid via credit card.<sup>24</sup> Defendants advertised that the CD rack would be delivered within in three to seven business days, but B. Wells's order was not delivered in the promised timeframe.<sup>25</sup>

70. Between October 2023 and May 2024, B. Wells contacted Defendants many times requesting updates on his order. Defendants' responses were nearly always that the supplier was behind, and they were waiting on materials.<sup>26</sup>

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<sup>22</sup> *Id.* at p. 8

<sup>23</sup> *Id.* at p. 3

<sup>24</sup> Exhibit 7 at pp. 1-3.

<sup>25</sup> Exhibit 1

<sup>26</sup> Exhibit 7 at pp. 4-19.

71. By May 2024, B. Wells had not received his order or a definitive date as to when his order would be delivered. B. Wells asked for a refund and cancellation of his order.

72. B. Wells contacted Defendants at least four times in June 2024 and July 2024 inquiring about the status of his refund, but he was met with the excuse that his refund was with the accounting department.<sup>27</sup>

73. Defendants refused to address B. Wells's complaint. As of the date of this filing, B. Wells has not received a refund or his purchased product.

**G. Consumer 7**

74. James Cevicius ("Cevicius") purchased a LP storage rack from Defendants for \$1,567.40 on November 22, 2023. Cevicius paid via credit card. Defendants promised that the order would be shipped within five to seven business days.<sup>28</sup>

75. Cevicius contacted Defendants multiple times over the course of several months for updates on shipping until finally requesting a refund in June 2024.<sup>29</sup> Defendants promised Cevicius that his refund request would be sent to the accounting department for processing.<sup>30</sup>

76. After approximately two weeks had passed, Cevicius still had not received a refund. Cevicius contacted the business and Separate Defendant Farrell directly for updates on his refund. Cevicius continued contacting Defendants for updates for at least three months after making the

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<sup>27</sup> *Id.* at pp. 20-27.

<sup>28</sup> Exhibit 8 at pp. 1-5.

<sup>29</sup> *Id.* at pp. 8-10.

<sup>30</sup> *Id.* at p. 8.

initial request. He was given multiple excuses as to why he had not yet received a refund, including sickness, health issues, or that the accounting department was handling the request.<sup>31</sup>

77. Defendants refused to address Cevicius's complaint or issue a refund. As of the date of this filing, Cevicius has not received a refund or his purchased product.

78. Cevicius is over 60 years of age and is an elder person considered particularly vulnerable under the ADTPA. Ark. Code Ann. § 4-88-201(2).

#### **H. Consumer 8**

79. Scott Swiger ("Swiger") purchased a DVD shelf from Defendants on November 24, 2023, and paid \$294.49 via debit card.<sup>32</sup> Defendants represented that the furniture would ship in five to seven business days.<sup>33</sup>

80. Swiger attempted to contact Defendants many times over the course of six months requesting updates on his order. Swiger emailed Defendants over 10 times and called over 20 times, but Defendants never called back and only answered the phone twice.<sup>34</sup>

81. Each time Swiger received a response from Defendants, mostly via email, the excuse was the same: Defendants were waiting on parts to arrive from their vendor.<sup>35</sup>

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<sup>31</sup> *Id.* at pp. 6-8.

<sup>32</sup> Exhibit 9 at pp. 1-5.

<sup>33</sup> *Id.* at p. 7.

<sup>34</sup> *Id.* at p. 4.

<sup>35</sup> *Id.* at pp. 8-12.

82. On June 26, 2024, Swiger requested a refund and received confirmation that his order was canceled. Defendants informed Swiger that his refund request was sent to the accounting department.<sup>36</sup>

83. As of the date of this filing, Swiger has not received his products or a refund.

**I. Consumer 9**

84. John Wagner (“Wagner”) purchased a record storage rack from Defendants on December 1, 2023, and paid \$919.55 via PayPal.<sup>37</sup>

85. Defendants represented that shipping would occur in five to seven business days, but Wagner never received the order.<sup>38</sup>

86. Wagner contacted Defendants multiple times over the course of 10 months for updates on his order. Defendants gave no definite answer as to when the order would be shipped.<sup>39</sup>

87. Defendants always gave the excuse that they were waiting on vendors to send parts before they could fulfill Wagner’s order.<sup>40</sup>

88. On November 12, 2024, Wagner requested a refund from Defendants but never received it.<sup>41</sup>

89. Defendants refused to address Wagner’s complaint. As of the date of this filing, Wagner has not received a refund or his purchased product.

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<sup>36</sup> *Id.* at pp. 12-13.

<sup>37</sup> Exhibit 10 at pp. 1-6.

<sup>38</sup> *Id.* at p. 4.

<sup>39</sup> *Id.* at pp. 7-15.

<sup>40</sup> *Id.*

<sup>41</sup> *Id.* at p. 16.

90. Wagner is over 60 years of age and is an elder person considered particularly vulnerable under the ADTPA. Ark. Code Ann. § 4-88-201(2).

**J. Consumer 10**

91. David Hobbs (“Hobbs”) ordered a shelving unit from Defendants on January 3, 2024, and paid \$221.50 via credit card.<sup>42</sup> Defendants represented that the order would be delivered within 12 business days after the order was placed.<sup>43</sup>

92. By January 27, 2024, Hobbs contacted Defendants for an update since the goods had not been delivered. Hobbs was informed that Defendants were waiting on parts and that the parts would arrive in a couple of weeks.<sup>44</sup>

93. On February 28, 2024, Hobbs asked for another update and was given the same excuse, that Defendants were waiting on parts. Defendants could not give an estimated date as to when Hobbs’s order would be shipped.<sup>45</sup>

94. Over the next three months, Hobbs made more attempts to find out the progress on his order, but Defendants either ignored his requests or further strung him along with promises of delivery at some point in the future.<sup>46</sup>

95. Hobbs eventually requested a refund since no definitive answer could be given regarding a delivery date. Defendants promised to cancel his order and have the accounting department refund Hobbs.

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<sup>42</sup> Exhibit 11 at pp. 1-6.

<sup>43</sup> *Id.* at p. 1.

<sup>44</sup> *Id.* at p. 12.

<sup>45</sup> *Id.*

<sup>46</sup> *Id.* at pp. 11-12.

96. Over the course of four more months, Hobbs attempted to contact Defendants many times inquiring as to the status of the refund. Defendants claimed that his requests were sent to the accounting department and even escalated to Separate Defendant Farrell.<sup>47</sup>

97. Defendants refused to address Hobbs's complaint. As of the date of this filing, Hobbs has yet to receive his ordered product or a refund.

**K. Consumer 11**

98. On January 19, 2024, George South ("South") purchased a storage rack from Defendants and paid \$466.36 via credit card. Defendants promised that the goods would be shipped in five to seven business days.<sup>48</sup>

99. South requested updates via email multiple times over the course of nearly a year, and Defendants always gave the excuse that they were waiting on parts to arrive.<sup>49</sup>

100. On December 30, 2024, South submitted a request for a refund since his order had not shipped and Defendants consistently delayed shipment. Defendants canceled South's order and sent the refund request to the accounting department.<sup>50</sup>

101. South reached out to Defendants the following week requesting an update on his refund but was told that they would need to reach out to accounting again.<sup>51</sup>

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<sup>47</sup> *Id.* at pp. 7-11.

<sup>48</sup> Exhibit 12 at pp. 1-5 and 19.

<sup>49</sup> *Id.* at pp. 9-18.

<sup>50</sup> *Id.* at p. 8.

<sup>51</sup> *Id.* at pp. 6-8.



102. South contacted the accounting department and emailed Separate Defendant Farrell, but he never received a response.<sup>52</sup>

103. As of the date of this filing, Defendants have not delivered South's order or issued a refund.

**L. Consumer 12**

104. Kerry Mund ("Mund") purchased a Blu-Ray stand from Defendants on January 20, 2024, for \$337.71 via PayPal.<sup>53</sup> After Mund placed his order, Defendants promised that the goods would ship in five to six weeks.<sup>54</sup>

105. Mund requested updates multiple times over the course of six months. Defendants always had excuses for delays including blaming vendors, having limited staff due to sickness, and holidays.<sup>55</sup>

106. In August 2024, Mund asked for a refund since his order was not shipped and Defendants consistently delayed shipment. Defendants canceled Mund's order and sent the refund request to the accounting department.<sup>56</sup>

107. Mund regularly contacted Defendants during the next two months for updates on his refund.<sup>57</sup>

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<sup>52</sup>*Id.* at p. 6.

<sup>53</sup> Exhibit 13 at pp. 1-6.

<sup>54</sup> *Id.* at pp. 14-15.

<sup>55</sup> *Id.* at pp. 10-14.

<sup>56</sup> *Id.* at p. 10.

<sup>57</sup> *Id.* at pp. 7-9.

108. Defendants refused to address Mund’s complaint. As of the date of this filing, Mund has not received the ordered product or a refund.

109. Mund is over 60 years of age and is an elder person considered particularly vulnerable under the ADTPA. Ark. Code Ann. § 4-88-201(2).

**M. Consumer 13**

110. Chas Tewksbury, II (“Tewksbury”) ordered a CD rack expansion kit from Defendants on February 19, 2024, and paid \$291.31 via PayPal.<sup>58</sup> Defendants promised that the CD rack expansion kit would be shipped in five to seven business days.<sup>59</sup>

111. Defendants failed to deliver the CD rack expansion kit in the promised timeframe. Tewksbury contacted Defendants multiple times over the next several months requesting updates. Each time, Tewksbury was told that Defendants were waiting on parts and the order would be shipped at the end of the month.<sup>60</sup>

112. On September 6, 2024, Tewksbury asked that Defendants refund his money. Defendants canceled the order and claimed to have sent the refund request to the accounting department.<sup>61</sup>

113. Defendants refused to address Tewksbury’s complaint. As of the date of this filing, Tewksbury has not received the ordered product or been issued a refund.

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<sup>58</sup> Exhibit 14 at pp. 1-6.

<sup>59</sup> *Id.* at pp. 6.

<sup>60</sup> *Id.* at pp. 7-8.

<sup>61</sup> *Id.* at p. 7.

**N. Consumer 14**

114. In February 2024, Alejandro Viademonte (“Viademonte”) purchased a storage shelf with casters for \$1,168.56 from Defendants. Viademonte paid via credit card and was charged on June 20, 2024.<sup>62</sup>

115. Defendants advertised that the shelf would ship within five to seven business days.<sup>63</sup>

116. By the end of May 2024, Viademonte requested an update from Defendants since his order had not yet shipped.<sup>64</sup>

117. Viademonte contacted Defendants multiple times over the next four months and received the same response: that Defendants were waiting on parts and the order would be shipped at a later time.<sup>65</sup>

118. On October 25, 2024, Viademonte canceled his order and requested a refund. Defendants promised to send the request to the accounting department.<sup>66</sup>

119. Viademonte then contacted Defendants multiple times for updates on his refund. Defendants claimed that the update requests were sent to the accounting department.<sup>67</sup>

120. Defendants refused to address Viademonte’s complaint. As of the date of this filing, Viademonte has not received the ordered products or a refund.

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<sup>62</sup> Exhibit 15 at pp. 1-6.

<sup>63</sup> *Id.* at p. 1.

<sup>64</sup> *Id.* at p. 13.

<sup>65</sup> *Id.* at pp. 7-9 and 13-15.

<sup>66</sup> *Id.* at p. 9.

<sup>67</sup> *Id.* at pp. 10-12.

121. Viademonte is over 60 years of age and is an elder person considered particularly vulnerable under the ADTPA. Ark. Code Ann. § 4-88-201(2).

#### **O. Consumer 15**

122. On May 10, 2024, Stanley Luk (“Luk”) purchased a CD rack from Defendants and paid \$689.50 via PayPal.<sup>68</sup> On May 10, 2024, Defendants informed Luk that the CD rack was delayed by four to six weeks.<sup>69</sup>

123. On July 3, 2024, Luk emailed Defendants to inquire about the status of the order and was informed that Defendants were waiting on parts. Defendants assured Luk that the parts would arrive in three weeks.<sup>70</sup> Over the course of the next three months, Defendants told Luk that the delay was due to parts not arriving from vendors.<sup>71</sup>

124. By the end of October 2024, Defendants had not shipped the order. Luk asked for a refund at this time. Defendants canceled the order and told Luk his refund request was sent to the accounting department.

125. Over the next month, Luk inquired about his refund status. Defendants assured Luk that his refund request was sent to the accounting department.

126. Defendants refused to address Luk’s complaint or issue a refund.

127. Luk was able to dispute the charge through PayPal, and PayPal issued a refund.<sup>72</sup>

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<sup>68</sup> Exhibit 16 at pp. 1-2 and 22.

<sup>69</sup>*Id.* at pp. 16-18 and 21.

<sup>70</sup>*Id.* at pp. 14-15.

<sup>71</sup> *Id.* at pp. 6-17.

<sup>72</sup> This consumer received a refund through his PayPal. No refund was issued by Defendants, and therefore Defendants committed a violation of the ADTPA.

**P. Consumer 16**

128. On June 25, 2024, Jamie Hancock (“Hancock”) purchased a CD shelving unit from Defendants and paid \$219.72 via credit card.<sup>73</sup>

129. Defendants advertised that the shelving unit would ship within five to seven business days, but Defendants never sent the furniture.<sup>74</sup>

130. On July 4, 2024, Hancock requested an update on his order. He was told that Defendants were waiting on parts and that his order would ship at the end of the month.<sup>75</sup>

131. Hancock asked for updates multiple times throughout the next five months, but he was always given the excuse that Defendants were waiting on parts.<sup>76</sup>

132. On December 13, 2024, Hancock finally requested a refund. Defendants confirmed cancelation of his order and sent his refund request to the accounting department.<sup>77</sup>

133. Hancock regularly contacted Defendants regarding his refund through April 2025, and he was always told that his requests were forwarded to the accounting department.<sup>78</sup>

134. As of the date of this filing, Hancock has not received his order or a refund.

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<sup>73</sup> Exhibit 17 at pp. 1-3 and 14.

<sup>74</sup> *Id.* at p. 14.

<sup>75</sup> *Id.* at p. 12.

<sup>76</sup> *Id.* at p.p. 10-12.

<sup>77</sup> *Id.* at p. 10.

<sup>78</sup> *Id.* at pp. 4-9.

**Q. Consumer 17**

135. Jeff Wilson (“Wilson”) ordered a CD storage rack from Defendants on July 17, 2024, and paid \$1,095.96 via credit card.<sup>79</sup>

136. Defendants told Wilson the shelving units would ship within three to five business days.<sup>80</sup>

137. By September 6, 2024, Wilson’s order had not been delivered. Wilson contacted Defendants requesting a refund.

138. Each time Wilson emailed Defendants for a status update on his refund, he was told his inquiries were sent to the accounting department.<sup>81</sup>

139. Defendants refused to address Wilson’s complaint. As of the date of this filing, Wilson has not received his product or a refund.

**R. Consumer 18**

140. On September 3, 2024, Michael Persang (“Persang”) ordered a CD floor rack from Defendants and paid \$247.79 via PayPal. Defendants advertised that the CD floor rack would ship within five to seven business days.<sup>82</sup>

141. When Persang did not receive his order within the promised timeframe, he attempted to call Defendants multiple times but never received a response.

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<sup>79</sup> Exhibit 18 at pp. 1-5 and 8.

<sup>80</sup> *Id.* at p. 1.

<sup>81</sup> *Id.* at pp. 6-7.

<sup>82</sup> Exhibit 19 at pp. 1-3 and 5-6.

142. Persang emailed Defendants on October 13, 2024, and again on January 30, 2025. Defendants finally responded that they were waiting on parts to complete the order.<sup>83</sup>

143. Defendants could not give Persang an estimated shipping date.

144. Defendants refused to address Persang's complaint. As of the date of this filing, Persang has not received his product or a refund.

145. Persang is over 60 years of age and is an elder person considered particularly vulnerable under the ADTPA. Ark. Code Ann. § 4-88-201(2).

**S. Consumer 19**

146. Timothy Casey ("Casey") purchased an album storage rack on October 1, 2024, and paid \$791.66 via credit card. Defendants promised to ship the storage rack in five to seven business days.<sup>84</sup>

147. On November 15, 2024, Defendants informed Casey that the order would be shipped within six to eight weeks; however, Defendants had not shipped the storage rack by February 4, 2025.<sup>85</sup>

148. Casey emailed Defendants requesting an update on February 4, 2025. He was given the excuse that Defendants were waiting on parts from their vendors. Defendants did not give an estimated shipping date at that time.<sup>86</sup>

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<sup>83</sup> *Id.* at pp. 4-5.

<sup>84</sup> Exhibit 20 at pp. 1-7.

<sup>85</sup> *Id.* at p. 8.

<sup>86</sup> *Id.*

149. On February 5, 2025, Casey asked that Defendants cancel his order and issue a refund. Defendants confirmed that the order was canceled, and the refund request was sent to the accounting department.<sup>87</sup>

150. As of the date of this filing, Defendants have not issued a refund or sent Casey his ordered product.

151. Casey is over 60 years of age and is an elder person considered particularly vulnerable under the ADTPA. Ark. Code Ann. § 4-88-201(2).

#### **T. Consumer 20**

152. On December 10, 2024, William McSurley (“McSurley”) purchased a record shelving unit from Defendants and paid \$953.37 via credit card.<sup>88</sup>

153. Defendants never delivered the record shelving unit even though they advertised the product would ship within three to five business days.<sup>89</sup>

154. After not receiving the shelving in the promised timeframe, McSurley requested a refund from Defendants.

155. McSurley reached out to Defendants on multiple occasions by phone and email. Defendants never returned any phone calls, but they confirmed via email that McSurley’s order was canceled, and a refund would be issued.<sup>90</sup>

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<sup>87</sup> *Id.*

<sup>88</sup> Exhibit 21 at pp. 1-5.

<sup>89</sup> *Id.* at p. 1.

<sup>90</sup> *Id.* at pp. 6-10.



156. As of the date of this filing, Defendants have not delivered the product or refunded McSurley.<sup>91</sup>

157. On February 7, 2025, PayPal ultimately reversed the charge and returned McSurley's payment.<sup>92</sup>

158. McSurley identifies as an individual with a disability considered particularly vulnerable under the ADTPA. Ark. Code Ann. § 4-88-201(2).

**U. Consumer 21**

159. On January 17, 2025, Julian Milenbach ("Milenbach") paid \$356.69 via credit card for a CD rack from Defendants.<sup>93</sup>

160. On January 28, 2025, Milenbach was informed that the CD rack would not be available for months, so Milenbach requested that Defendants cancel the order. Defendants confirmed cancellation on January 29, 2025, but charged Milenbach's credit card on February 11, 2025.<sup>94</sup>

161. Milenbach contacted Defendants multiple times via email checking on his refund, but Defendants refused to respond or issue a refund.

162. As of the date of this filing, Defendants have not refunded Milenbach or delivered the ordered product.

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<sup>91</sup> *Id.* at p. 11.

<sup>92</sup> This consumer received a refund through PayPal. No refund was issued by Defendants, and therefore Defendants committed a violation of the ADTPA.

<sup>93</sup> Exhibit 22

<sup>94</sup> *Id.*

163. Milenbach is over 60 years of age and is an elder person considered particularly vulnerable under the ADTPA. Ark. Code Ann. § 4-88-201(2).

**V. Consumer 22**

164. On February 24, 2025, Brett Buth (“Buth”) ordered a CD floor rack from Defendants and paid \$356.69 via credit card.<sup>95</sup>

165. Defendants advertised that the CD floor rack would ship within five to seven business days, but Buth did not receive his order within the promised timeframe.<sup>96</sup>

166. On March 7, 2025, Buth contacted Defendants requesting an update on his order. Defendants could not give an estimated date as to when the order would be fulfilled.<sup>97</sup>

167. Three days later, Buth canceled his order and requested a refund. Defendants never issued a refund despite Buth’s multiple attempts to contact Defendants throughout April 2025 and May 2025.<sup>98</sup>

168. As of the date of this filing, Defendants have not delivered the furniture or refunded Buth.

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<sup>95</sup> Exhibit 23 at pp. 1-5.

<sup>96</sup> *Id.* at p. 4.

<sup>97</sup> *Id.* at p. 5.

<sup>98</sup> *Id.* at pp. 6-8.

**Consumer who received damaged products and no refund.**

**W. Consumer 23**

169. On or about December 22, 2021, Patrick Breuer (“Breuer”) purchased a storage rack from Defendants for \$752.27 via credit card. The furniture was delivered that same month; however, it arrived damaged with scratches, rust, and a peeling finish.<sup>99</sup>

170. Breuer contacted Defendants regarding the damage and was directed to return the items. Breuer had to pay \$163.10 out of pocket to return the items but was promised a refund for the damaged storage rack and for the cost of return shipping. The total amount of Breuer’s promised refund was \$915.37.<sup>100</sup>

171. Despite returning the damaged items, Breuer never received a refund or new product.<sup>101</sup> Breuer attempted to contact Defendants about the status of his refund many times through phone calls, emails, and voicemail messages.

172. When Breuer was able to get ahold of a representative Boltz, he was repeatedly given excuses as to why he hadn’t received a refund such as the owner was out of town or attending to her family, or that the refund request was sent to the accounting department.<sup>102</sup>

173. Breuer even attempted contacting Separate Defendant Farrell directly, but his communications were never answered.<sup>103</sup>

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<sup>99</sup> Exhibit 24 at pp. 1-3.

<sup>100</sup> *Id.* at pp. 5-14

<sup>101</sup> *Id.* at pp. 29-35.

<sup>102</sup> *Id.* at p. 5-27.

<sup>103</sup> *Id.* at p. 6.

174. As of the date of this filing—over three years since Breuer placed his initial order—Breuer has not received a refund or a replacement product.

**Consumers who received a partial order and no refund.**

**X. Consumer 24**

175. Larry Herrett (“Herrett”) purchased a set of shelving units and casters from Defendants on August 9, 2022. Herrett paid \$159.00 via PayPal for the casters. Herrett paid a total price of \$648.00 for the shelving units and casters.<sup>104</sup>

176. Defendants promised that the goods would be delivered within five to seven days after ordering.<sup>105</sup> The shelving units were not delivered until November 2022, approximately three months after the order was placed. The casters were never sent.<sup>106</sup>

177. On or about November 17, 2022, Defendants promised to refund Herrett for the casters that were not delivered.<sup>107</sup> By February 6, 2023, Herrett had not received the refund and contacted Defendants requesting an update. He was informed that his refund request was sent to the accounting department.<sup>108</sup>

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<sup>104</sup> Exhibit 25 at pp. 1-7.

<sup>105</sup> *Id.* at p. 6.

<sup>106</sup> *Id.* at p. 1.

<sup>107</sup> *Id.* at p. 9

<sup>108</sup> *Id.* at pp. 16-17.

178. Herrett again contacted Defendants on February 20, 2023, for an update on the status of his refund, but he was met with the same excuse: his refund request was with the accounting department.<sup>109</sup>

179. Herrett continued to contact Defendants multiple times from March 2023 through February 2024 requesting updates, but nearly all his calls were ignored. The few times Herrett was able to speak to a representative on the phone, he was again met with the same excuse: his refund request was sent to the accounting department or Separate Defendant Farrell.<sup>110</sup>

180. As of the date of this filing, Herrett has not received a refund or his ordered product.

181. Herrett is over 60 years of age and is an elder person considered particularly vulnerable under the ADTPA, Ark. Code Ann. § 4-88-201(2).

#### **Y. Consumer 25**

182. On or about December 22, 2023, Robert Dyck (“Dyck”) purchased a multimedia rack from Defendants. Dyck paid \$1,612.10 via credit card.<sup>111</sup>

183. Defendants delivered the multimedia rack with parts missing. Without the missing parts, Dyck was unable to use the multimedia rack.<sup>112</sup>

184. Dyck sent multiple emails to Defendants asking for the rest of his order, but he was always met with excuses or delay tactics including that Defendants were waiting on parts from

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<sup>109</sup> *Id.* at pp. 15-19.

<sup>110</sup> *Id.* at pp. 11-21.

<sup>111</sup> Exhibit 26 at pp. 1-5.

<sup>112</sup> *Id.*

vendors. By December 2024, nearly a year after placing the order, Dyck had still not received the missing pieces.<sup>113</sup>

185. Defendants refused to address Dyck’s complaint. As of the date of this filing, Dyck has not received the remainder of his product or a refund.

186. Dyck is over 60 years of age and is an elder person considered particularly vulnerable under the ADTPA, Ark. Code Ann. § 4-88-201(2).

**Z. Consumer 26**

187. On August 12, 2024, Matthew Schaus (“Schaus”) purchased a bookcase (\$699.00), a printer stand (\$299.00), and a credenza (\$599.00) from Defendants. Schaus paid a total of \$1,873.50 via credit card.<sup>114</sup>

188. Before placing the order, Defendants informed Schaus that the bookcase would be ready in six to eight weeks, and the printer stand and credenza would be ready in two to three weeks.<sup>115</sup> However, Defendants still advertised that shipping would take place in five to seven business days at the time Schaus placed his order.<sup>116</sup>

189. On October 9, 2024, Schaus received the printer stand and credenza, but the glass inserts for both items were not included. Without the glass inserts, the printer stand and credenza could not be used for their intended purposes.

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<sup>113</sup> *Id.* at pp. 6-8.

<sup>114</sup> Exhibit 27 at pp. 1-3 and 25-26.

<sup>115</sup> *Id.* at pp. 18-24.

<sup>116</sup> *Id.* at p. 25.

190. Schaus immediately emailed Defendants regarding the missing parts and the rest of the order.<sup>117</sup> Schaus was told that the representative had to check with the purchasing team.<sup>118</sup> Throughout the next three months, every time Schaus inquired about his product, he was given the same answers about needing to consult with the purchasing team or that the parts had not arrived from vendors.<sup>119</sup>

191. In late January 2025, Schaus emailed Defendants to see if a partial refund could be made due to Schaus finding a company that would deliver some of the missing parts for the tables. Schaus emailed multiple times in January 2025 and February 2025 requesting a response, but Defendants never gave an answer.<sup>120</sup>

192. Schaus emailed Separate Defendant Farrell directly, but never received a response.<sup>121</sup> Eventually, all communications ceased.

193. Schaus was able to dispute the charge for the bookcase through his credit card company. He was issued a refund for the bookcase by the credit card company.<sup>122</sup>

194. As of the date of this filing, Defendants have not delivered the glass inserts or bookcase, or refunded Schaus for the cost of the missing product.

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<sup>117</sup> *Id.* at p. 17.

<sup>118</sup> *Id.*

<sup>119</sup> *Id.* at pp. 4-16.

<sup>120</sup> *Id.* at pp. 4-10.

<sup>121</sup> *Id.* at p. 4.

<sup>122</sup> This consumer received a partial refund through his credit card company. No refund was issued by Defendants, and therefore Defendants committed a violation of the ADTPA.

**AA. Consumer 27**

195. Tomislav Kuzmanovic (“Kuzmanovic”) placed two orders with Defendants. Kuzmanovic’s first order was placed on April 28, 2023, and was for a storage rack with casters totaling \$710.31.<sup>123</sup> Kuzmanovic’s second order was for a CD floor rack and a second storage rack; this order was placed on May 28, 2023, totaling \$1,308.37.<sup>124</sup> Kuzmanovic paid Defendants and a total of \$2,018.68 for both orders via credit card.

196. Defendants promised that both orders would be shipped in five to seven business days. Defendants only delivered one of the storage racks within the promised timeframe.

197. Kuzmanovic repeatedly contacted Defendants between June 2023 and May 2024 asking for updates on the second storage rack, the CD floor rack, and the casters. Each time Kuzmanovic received a response from Defendants, the blame for delay was placed on the vendors’ lack of delivery.<sup>125</sup>

198. Defendants refused to address Kuzmanovic’s complaint.

199. At the date of this filing—nearly two years since Kuzmanovic placed his order with Defendants—Kuzmanovic has not received his ordered products or a refund.

200. Kuzmanovic is over 60 years of age and is an elder person considered particularly vulnerable under the ADTPA. Ark. Code Ann. § 4-88-201(2).

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<sup>123</sup> Exhibit 28 at pp. 1-7.

<sup>124</sup> *Id.* p. 8.

<sup>125</sup> *Id.* at pp. 9-25.



**Consumers who eventually received a product or a refund.**

**BB. Consumer 28**

201. Deanna Rhodes-Tanner (“Rhodes”) ordered a desk from Defendants on April 25, 2022, and paid \$898.50 via credit card. Rhodes paid an extra \$216.42 for shipping, resulting in a total cost of \$1,115.42.<sup>126</sup>

202. Rhodes was promised that the desk would be shipped in five to seven business days.<sup>127</sup>

203. Rhodes received the desk later than the promised timeframe, and it was delivered without the glass top rendering the desk unusable.<sup>128</sup>

204. Rhodes contacted Defendants at least six times in May and June 2022, but she was strung along with different excuses about the glass top.<sup>129</sup>

205. Eventually, the glass top was delivered<sup>130</sup> in June 2022.<sup>131</sup>

**CC. Consumer 29**

206. Stacy Thurmond (“Thurmond”) purchased shelving from Defendants on March 20, 2023, for \$978.90 via credit card.<sup>132</sup>

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<sup>126</sup> Exhibit 29 at pp. 1-4.

<sup>127</sup> *Id.* at p. 4.

<sup>128</sup> *Id.* at pp. 2-3.

<sup>129</sup> *Id.*

<sup>130</sup> *Id.* at p. 5.

<sup>131</sup> Defendants’ conduct is evidence of a pattern of deceptive behavior in violation of the ADTPA. The State is asking for a reduced penalty in violation of Ark. Code Ann. § 4-88-107(a)(1) since this consumer received the product.

<sup>132</sup> Exhibit 30 at pp. 1-5.

207. Defendants' website advertised that the shelving would ship in five to seven days, but the shelving was never delivered.<sup>133</sup>

208. Thurmond emailed Defendants many times and was given different estimated shipping dates. The shipping dates were extended in April, May, July, and August 2023, but Defendants never honored any of those dates.<sup>134</sup>

209. In August 2023, Thurmond emailed and called Defendants requesting to cancel her order. She received confirmation in September 2023 that her order was canceled, and the accounting department was notified to begin processing her refund.<sup>135</sup>

210. After contacting Defendants throughout September, Separate Defendant Farrell confirmed that Thurmond's refund was issued in October 2023.<sup>136</sup>

**DD. Consumer 30**

211. William and Samantha Harlow ("the Harlows") purchased a shelving unit from Defendants on August 17, 2023, for \$935.03 and paid via debit card. The Harlows did not receive their order within five to seven days as promised by Defendants.<sup>137</sup>

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<sup>133</sup> *Id.* at p. 4.

<sup>134</sup> *Id.* at pp. 7-24.

<sup>135</sup> *Id.* at pp. 25-28.

<sup>136</sup> Defendants' conduct is evidence of a pattern of deceptive behavior in violation of the ADTPA. The State is asking for a reduced penalty in violation of Ark. Code Ann. § 4-88-107(a)(1) since this consumer received a refund.

<sup>137</sup> Exhibit 31 at pp. 1-3.

212. The Harlows contacted Defendants on September 6, 2023, requesting an update on their order. Defendants informed the Harlows that the backlog for shelving was approximately six to eight weeks.<sup>138</sup>

213. The Harlows contacted Defendants numerous times throughout October 2023 and December 2023. Defendants blamed the shipping delays on vendors but could never give a shipping date.<sup>139</sup>

214. On December 12, 2023, the Harlows requested a refund for their order.

215. In January 2024, the Harlows finally received their refund<sup>140</sup> despite Defendants informing the Harlows that their card would be credited within five days.<sup>141</sup>

**EE. Consumer 31**

216. Christopher Miller (“Miller”) purchased a desk for \$888.90 via credit card on November 22, 2023.<sup>142</sup>

217. Miller’s desk did not ship in the promised timeframe of three to twelve business days.

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<sup>138</sup> *Id.* at pp. 6-7.

<sup>139</sup> *Id.* at p. 5.

<sup>140</sup> *Id.* at p. 4.

<sup>141</sup> Defendants’ conduct is evidence of a pattern of deceptive behavior in violation of the ADTPA. The State is asking for a reduced penalty in violation of Ark. Code Ann. § 4-88-107(a)(1) since this consumer received a refund.

<sup>142</sup> Exhibit 32 at pp. 1-3.

218. Miller called Defendants numerous times and left messages, but his messages were never returned. Miller emailed on January 15, 2024, and finally received a response to his email requesting a status update.<sup>143</sup>

219. The desk frame eventually arrived in late January 2024, but the glass top was not sent with the desk.<sup>144</sup> Without the glass top, the table is unusable.

220. Miller contacted Defendants throughout the next three to four months regarding the glass top.<sup>145</sup> Finally, in March 2024, Defendants told Miller that consumers often wait three to four months to receive the glass.<sup>146</sup> This information was not conveyed to Miller upon ordering the desk.

221. Miller eventually received the glass top after waiting approximately eight months.<sup>147</sup>

#### **FF. Consumer 32**

222. On January 8, 2024, Robert Fedor (“Fedor”) purchased a DVD rack from Defendants. Fedor paid \$240.04 via PayPal.<sup>148</sup>

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<sup>143</sup> *Id.* at pp. 8-9.

<sup>144</sup> *Id.* at p. 7.

<sup>145</sup> *Id.* at pp. 4-7.

<sup>146</sup> *Id.* at p. 4.

<sup>147</sup> Defendants’ conduct is evidence of a pattern of deceptive behavior in violation of the ADTPA. The State is asking for a reduced penalty in violation of Ark. Code Ann. § 4-88-107(a)(1) since this consumer received the product.

<sup>148</sup> Exhibit 33 at pp. 1-5.

223. After not receiving an order confirmation, Fedor emailed Defendants requesting confirmation. Defendants responded that they received the order, and it would be delivered in three to four weeks despite advertising that orders will be shipped within three to seven business days.<sup>149</sup>

224. Fedor reached out to Defendants on multiple times over the course of two months requesting updates on the order. Defendants always gave the excuse that they were waiting on vendors to send parts.<sup>150</sup>

225. On March 18, 2024, Fedor requested a refund since his order was never shipped. Defendants canceled Fedor's order and sent the refund request to the accounting department.<sup>151</sup>

226. Fedor reached out to the Defendants several times throughout March 2024 and April 2024 regarding his refund status, but Defendants answered with the excuse that his refund was with the accounting department.<sup>152</sup>

227. By June 7, 2024, Separate Defendant Farrell confirmed that Fedor's refund was issued.<sup>153</sup>

228. Fedor is over 60 years of age and is an elder person considered particularly vulnerable under the ADTPA. Ark. Code Ann. § 4-88-201(2).

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<sup>149</sup> *Id.* at p. 5.

<sup>150</sup> *Id.*

<sup>151</sup> *Id.*

<sup>152</sup> *Id.*

<sup>153</sup> Defendants' conduct is evidence of a pattern of deceptive behavior in violation of the ADTPA. The State asks for a reduced penalty in violation of Ark. Code Ann. § 4-88-107(a)(1) since this consumer received a refund.

**GG. Consumer 33**

229. On December 2, 2023, Nancy Vinh (“Vinh”) ordered a TV cart for \$961.80 from Defendants. Payment was made via credit card.<sup>154</sup>

230. Defendants represented that shipping would occur in five to seven business days, but Vinh never received the order.<sup>155</sup>

231. Vinh contacted Defendants multiple times requesting updates. Defendants gave excuses as to why the TV cart was not shipped, such as missing parts.<sup>156</sup>

232. In March 2024, Vinh asked for a refund and was promised that the order would be canceled and a refund would be issued.<sup>157</sup>

233. Vinh contacted Defendants numerous times on the refund, and Defendants gave the same responses: the request was sent to the accounting department, or the request was escalated to Separate Defendant Farrell. Vinh never received a refund, and eventually Defendants ceased all communication with Vinh.<sup>158</sup>

234. Defendants eventually delivered Vinh’s order well after the promised timeframe.<sup>159</sup>

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<sup>154</sup> Exhibit 34

<sup>155</sup> *Id.* at p. 2.

<sup>156</sup> *Id.* at pp. 2-3.

<sup>157</sup> *Id.* at p. 3.

<sup>158</sup> *Id.* at pp. 3-4.

<sup>159</sup> Defendants’ conduct is evidence of a pattern of deceptive behavior in violation of the ADTPA. The State is asking for a reduced penalty in violation of Ark. Code Ann. § 4-88-107(a)(1) since this consumer received her order.

## **V. VIOLATIONS**

235. The ADTPA sets forth the State's statutory program prohibiting deceptive and unconscionable practices in business, commerce, or trade. Ark. Code Ann. §§ 4-88-101, et seq.

236. Defendants' furniture sales business constitutes the sale of "goods" or "services." Ark. Code Ann. § 4-88-102(5) and (8). The same business practices constitute business, commerce, or trade. Ark. Code Ann. § 4-88-107.

237. A "person" is an individual, organization, group, association, partnership, corporation, or any combination thereof. Ark. Code Ann. § 4-88-102(5).

238. Boltz Steel Furniture is a "person" who engaged in an unconscionable, false, or deceptive act or practice in business, commerce, or trade.

239. Susan Farrell is a "person" who engaged in an unconscionable, false, or deceptive act or practice in business, commerce, or trade.

240. Defendants are jointly and severally liable for all violations as "[e]very person who directly or indirectly controls another person who is in violation of or liable under this chapter and every partner, officer, or director of another person who is in violation of or liable under this chapter 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 this chapters, 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." Ark. Code Ann. § 4-88-113(d)(1).

241. The Attorney General may bring a civil action to prevent persons from engaging in the use or employment of prohibited practices. Ark. Code Ann. § 4-88-113(a)(1).

242. Likewise, the Attorney General may bring a civil action 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. Ark. Code Ann. § 4-88-113(a)(2)(A).

243. The Attorney General may seek an injunction prohibiting any person from engaging in any deceptive or unlawful practice. Ark. Code Ann. §§ 4-88-104 and 4-88-113(a)(1).

244. The Attorney General may seek suspension or forfeiture of franchises, corporate charters, or other licenses or permits or authorization to do business in this state.

245. Any person who violates the provisions of the ADTPA may be assessed a civil penalty of up to \$10,000 per violation. Ark. Code Ann. § 4-88-113(a)(3).

246. Violations committed against an elder person or a person with a disability may be assessed an additional civil penalty of up to \$10,000 per violation. An “elder person” is a person who is 60 years of age or older. Ark. Code Ann. § 4-88-201(2).

247. A person with a disability is a person with a physical or mental impairment that substantially limits that individual’s major life activities. Ark. Code Ann. § 4-88-201(8).

248. 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. Ark. Code Ann. § 4-88-113(e).

**COUNT 1: Defendants’ conduct violates Ark. Code Ann. § 4-88-107(a)(1) by knowingly making false representations to consumers.**

249. The State repeats and incorporates by reference every allegation contained in the preceding paragraphs as if fully set forth herein. Ark. R. Civ. P. 10(c).



250. It is unlawful to “knowingly make a false representation as to the characteristics, ingredients, uses, benefits, alterations, source, approval, or certification of goods or services....” Ark. Code Ann. § 4-88-107(a)(1). Defendants knowingly made false representations to consumers and committed at least 51 violations under Ark. Code Ann. § 4-88-107(a)(1) as detailed above, including, but not limited to:

- a. 32 counts of knowingly making false representations to consumers when advertising and promising shipping and delivery timeframes that they continually failed to meet,
  - i. 17 of which were against elder persons or persons with disabilities, subject to an additional \$10,000 penalty; and
- b. 20 counts of representing to consumers that their refunds were processed by the fictional accounting department,
  - i. 10 of which were against elder persons subject to an additional \$10,000 penalty.

**COUNT 2: Defendants’ conduct violates Ark. Code Ann. § 4-88-107(a)(10) by engaging in unconscionable practices.**

251. The State repeats and incorporates by reference every allegation contained in the preceding paragraphs as if fully set forth herein. Ark. R. Civ. P. 10(c).

252. It is a violation to engage in unconscionable, false, or deceptive acts or practices in business, commerce, or trade. Ark. Code Ann. § 4-88-107(a)(10). As detailed above, Defendants have engaged in prohibited conduct and committed at least 31 violations under Ark. Code Ann. § 4-88-107(a)(10), including, but not limited to:

- a. 28 counts of accepting consumer funds and failing to deliver the promised furniture or issue refunds,
  - i. 16 of which were against elder persons or persons with disabilities subject to an additional \$10,000 penalty; and
- b. Three counts of delivering defective products and then refusing to issue refunds,
  - i. one of which was against an elder person subject to an additional \$10,000 penalty.

**COUNT 3: Defendants concealed, suppressed, or omitted material facts to consumers in violation of Ark. Code Ann. § 4-88-108(a).**

253. The State repeats and incorporates by reference every allegation contained in the preceding paragraphs as if fully set forth herein. Ark. R. Civ. P. 10(c).

254. Under the ADTPA, it is unlawful to conceal, suppress, or omit any material fact “with the intent that others rely upon the concealment, suppression, or omission” when utilized in connection with the sale or advertisement of any service. Ark. Code Ann. § 4-88-108(a)(2).

255. Defendants concealed, suppressed, or omitted that the parts required for the manufacture of furniture were delayed by vendors, and consumers would face shipping delays as a result.

256. Consumers may not have purchased furniture from Defendants had they been notified up front that they would not receive their orders for weeks or months.

257. Defendants committed at least 23 violations under Ark. Code Ann. § 4-88-108(a), 11 of which were against elder persons and one against a person with a disability subject to an additionally \$10,000 penalty.

**COUNT 4: Defendants falsely advertised shipping timeframes in violation of Ark. Code Ann. § 4-88-107(a)(3).**

258. The State repeats and incorporates by reference every allegation contained in the preceding paragraphs as if fully set forth herein. Ark. R. Civ. P. 10(c).

259. Under the ADTPA, it is unlawful to advertise “the goods or services with the intent not to sell them as advertised.” Ark. Code Ann. § 4-88-107(a)(3).

260. Defendants advertised on their website that the average delivery time is from three to twelve business days following placement of the order.

261. In one instance, Defendants verbally advertised that goods will be shipped within five to six weeks.

262. Defendants consistently failed to deliver furniture within the advertised timeframe.

263. Defendants committed at least 32 violations under Ark. Code Ann. § 4-88-107(a)(3), 15 of which were against elder persons and two against persons with disabilities subject an additional \$10,000 penalty.

## **VI. JURY DEMAND**

264. The State demands a jury trial.

## **VII. REQUEST FOR RELIEF**

265. The State of Arkansas respectfully requests that this Court:

- a. Issue such orders, under Ark. Code Ann. §§ 4-88-104 and 4-88-113(a)(1), as may be necessary to prevent the use or employment by Defendants of the practices described herein, which are violations of the ADTPA;
- b. Order, pursuant to Ark. Code Ann. § 4-88-113(a)(2)(A), Defendants to pay restitution to those Arkansas consumers affected by the activities outlined herein;
- c. Impose civil penalties under Ark. Code Ann. § 4-88-113(a)(3), to be paid to the State by the Defendants as follows:
  - i. Up to \$2,000 per violation for the acts described under Consumers 28-33 above;
  - ii. Up to \$10,000.00 per violation of the ADTPA for each of the remaining 125 violations above;

- d. Impose enhanced civil penalties pursuant to Ark. Code Ann. § 4-88-202(a), to be paid to the State by Defendants in the amount of an additional \$10,000 per violation for each of Defendants' 17 violations against an elder person or a person with a disability identified in this complaint, for a total of \$170,000;
- e. Order the suspension or forfeiture of corporate charters or other licenses or permits or authorization to do business in this State pursuant to Ark. Code Ann. § 4-88-113(b);
- f. Hold Defendants jointly and severally liable for all penalties assessed and money judgments awarded pursuant to Ark. Code Ann. § 4-88-113(d);
- g. Order, pursuant to Ark. Code Ann. § 4-88-113(e), Defendants to pay the State's costs in this investigation and litigation, including, but not limited to, attorney's fees and costs; and
- h. For all other just and proper relief to which the State may be entitled.

Respectfully submitted,

**TIM GRIFFIN**  
**ATTORNEY GENERAL**

By:



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Rachael McKenzie, Ark. Bar No. 2024212  
Assistant Attorney General  
Arkansas Attorney General's Office  
101 West Capitol Avenue  
Little Rock, AR 72201  
Phone: (501) 301-0259  
Fax: (501) 682-8118  
Rachael.McKenzie@ArkansasAG.gov