

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS
CIVIL DIVISION

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

PLAINTIFF

v. CASE NO. _____

HELDA BERINYUY and
THIERRY A. EKWELLE

DEFENDANTS

COMPLAINT

The State of Arkansas, *ex rel.* Leslie Rutledge, Attorney General (“the State”), for its Complaint against Helda Berinyuy and Thierry A. Ekwelle (“Defendants”), states:

I. INTRODUCTION

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

2. Beginning in 2018, Defendants, through various self-published websites, fraudulently created and orchestrated an internet fraud scheme advertising purebred, AKC-registered puppies at discounted prices that deceived and harmed consumers nationwide. Consumers used money transmission services such as Western Union, Walmart MoneyCenter, and Zelle to pay Defendants for French

Bulldogs, Shih Tzus, German Shepherds, and other popular breeds of puppies. Even after an arrest and felony conviction related to their scheme, Defendants continued their “puppy scam” enterprise. The Defendants used false and fraudulent promises and documents regarding shipping fees, and more recently, coronavirus exposure, to extract successive payments from consumers.

3. As a result of Defendants’ fraudulent and deceptive acts, consumers received neither puppies nor refunds from Defendants.

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

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 Helda Berinyuy is originally from Cameroon, Africa and is in the United States on a student visa. His last known address was in Clark County at 670 South Sixth Street, Apartment 43, Arkadelphia, Arkansas 71923. However, on September 16, 2019, Defendant Berinyuy was sentenced in Saline County to 36 months’ probation for Theft of Property (D Felony) and Forgery (B Felony). Defendant failed to report to his probation officer on November 17, 2020, December 4, 2020, and December 28, 2020. Currently, Defendant’s whereabouts are unknown to his probation officer.

7. Defendant Thierry A. Ekwelle resides in Clark County at 670 South Sixth Street, Apartment 43, Arkadelphia, Arkansas 71923.

III. JURISDICTION

8. This Court has jurisdiction over this matter pursuant to Ark. Code Ann. § 4-88-104 and the common law of 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. On December 14, 2018, Victoria Vincent (“Vincent”), the manager of Harp’s Grocery (“Harp’s”) in Benton, notified the Benton Police Department (“BPD”) about several fraudulent Western Union transactions that had occurred at Harp’s since August 22, 2018.¹

11. Vincent reported to Officer A. Duncan that since August 22, 2018, two black males, later identified as Defendants, were using a “puppy scam” to solicit money from consumers through Western Union. The Defendants used various identification cards with their real photos but different names, addresses, and states to obtain the funds from the transaction – usually ranging from \$500 to \$700.²

12. On January 11, 2019, Officers Anderson and Luper from the BPD responded to Harp’s in reference to a “fraud in progress.” There, the officers made

¹ See the Affidavit of Victoria Vincent, attached as Exhibit A. Vincent was formerly known as Victoria Whaley.

² *Id.*

contact with Defendant Berinyuy. Vincent identified him at that time as one of the two suspects involved in the Western Union transactions.³

13. The officers arrested Defendant Berinyuy. During that process, a wallet fell from Defendant Berinyuy's pants that contained a South Carolina identification card with the name "Maxuel Degan Jones" and a photo of Defendant Berinyuy, several small photos that matched the photo on the identification card, and cash. The officers determined that the Jones identification card was fraudulent.⁴ Officer Anderson then found on Defendant Berinyuy's person a second wallet that contained several more photos matching the ones in the wallet that fell from Defendant Berinyuy's pants.⁵

14. At that time, Vincent confirmed that Defendant Berinyuy was responsible for the fraudulent transactions that occurred on August 22, 2018, for \$719, another on October 1, 2018, for \$520, and one on October 14, 2018, for \$500. He used a different name for each transaction, including the alias "Jamie Smith Mackie."⁶

15. The BPD identified the consumers⁷ whose Western Union transactions corresponded with the dates identified by Vincent as transactions in which Defendant Berinyuy obtained funds:

³ *Id.*

⁴ See the Affidavit for Arrest Warrant dated January 5, 2021, attached as Exhibit B.

⁵ *Id.*

⁶ *Supra*, Note 1.

⁷ *Supra*, Note 4.

- a. Samantha Gallia, from Sacramento, California, believed that she bought a puppy online from boutiqueteacuppomeranians.com. After she sent \$719 through Western Union, Defendants stopped responding to her. For this transaction, Defendants posed as “Brent Harvey” from Illinois.
 - b. Dan Van Winkle believed that he bought a German Shepard online from puppyspa.com. He was asked by Defendants to send \$520 through Western Union, then later asked to send more money for shipping. For this transaction, Defendants posed as “Harry Butland” from South Carolina.
 - c. Stacey Morris found a Chihuahua puppy online, and believing that she was buying the dog, she emailed excellentchihuahuas@outlook.com to complete the purchase. She sent \$500 via Western Union and was then contacted by a “shipping agency” requesting additional funds for transporting the puppy. For this transaction, Defendants posed as “Ryan Hughes” from South Carolina.
16. According to Detective Dustin Derrick, Defendants took in over \$78,000, through Western Union transactions between May 2017 and January 2019.⁸
17. On September 19, 2019, Defendant Berinyuy was sentenced in the Circuit Court of Saline County to 36 months’ probation for Theft of Property (D

⁸ See Affidavit of Detective Dustin Derrick, attached as Exhibit C.

Felony) and Forgery (B Felony) related to his January 2019 arrest.⁹ However, this felony conviction did not deter Defendant Berinyuy's fraudulent and deceptive trade practices related to the advertisement and sale of puppies on the internet.

18. By mid-2020, consumer complaints related to the online sale and non-delivery of puppies was trending with the Federal Trade Commission ("FTC"), Better Business Bureau ("BBB"), and the State.

19. The Defendants, having devised this scheme to defraud consumers through the use of deception, misrepresentations, and false pretenses, operated the scheme by causing websites¹⁰ to be published online for the purpose of advertising the puppies. The sites, similar in design and wording, included the following:

- a. <https://shihtzubreedershomes.com>
- b. <https://yorkshireterrierpuppiesbreeder.com>
- c. <https://treasurechihuahuas.com>
- d. <https://outstandingbichons.com>
- e. <https://minidachshundbreeders.com>
- f. <https://elegantpoodles.com>
- g. <https://boxerpuppiesbreeder.club>
- h. <http://akcfrenchbulldogpuppiesbreeder.club>
- i. <http://poeticfrench.info>
- j. <http://akcgermanshepherd puppiesbreeder.club>

⁹ See Sentencing Order, attached as Exhibit D.

¹⁰ See screenshots of the websites, collectively attached as Exhibit E.

20. After a website became known to consumers as fraudulent, Defendants would take that particular site down and publish a new one in its place to target new potential customers.

21. Defendants, using these websites, advertised AKC-registered puppies at a 50% discount and a two-for-one special for \$999. Defendants even offered health guarantees for the puppies.¹¹ Defendants held themselves out to be experienced breeders with a business that was “...veterinarian owned and operated....”¹²

22. Defendants encouraged consumers to pay for the puppies using Zelle, Walmart, or Western Union¹³ in an effort to obscure their identities to avoid law enforcement detection.

23. Defendants, in addition to their puppy websites, created a number of other websites and email addresses that impersonated legitimate businesses that they used to communicate with and deceive consumers for their ongoing “puppy scam” enterprise.¹⁴

¹¹ See Health Guarantees, Yorkshire Terrier Puppies Breeder, <https://www.yorkshireterrierpuppiesbreeder.com/health-guarantee> (last visited August 26, 2020), attached screenshot as Exhibit F.

¹² See French Bulldog Breeders welcome page, AKC French Bulldog Puppies Breeder, <https://www.akcfrenchbulldogpuppiesbreeder.club> (last visited July 17, 2020), attached screenshot as Exhibit G.

¹³ See payment options, AKC French Bulldog Puppies Breeder, <https://www.akcfrenchbulldogpuppiesbreeder.club> (last visited July 17, 2020), attached screenshot as Exhibit H.

¹⁴ See Screenshots of Correspondence to Consumers, attached as Exhibit I.

24. For example, Defendants created a website located at <https://petcarriersusa.com> that was almost identical to the legitimate website located at <http://www.petcarriers.com.au/>-, which is an Australian pet shipping company.

25. Defendants used their sites to deceive consumers into believing the validity of their claims and requests about shipping carriers and associated costs.¹⁵ To this end, they even advertised shipping at a discounted rate or shipping with a “nanny.”¹⁶

26. In order to fleece consumers further, Defendants contacted consumers and posed as representatives from Little Rock Municipal Airport soon after consumers completed the transactions to purchase the puppies.¹⁷ Consumers were led to believe that the airport required a special crate, which cost \$900, to ship the puppies. Defendants told consumers that the \$900 fee was refundable minus a small rental fee.¹⁸ In some instances, Defendants posed as an airport official to trick consumers into paying for expensive “insurance.”¹⁹

27. Defendants’ websites were effective and attracted the attention of many would-be puppy owners.

¹⁵ See a comparison of petcarrierusa.com and petcarriers.com.au, attached as Exhibit J.

¹⁶ See Poetic French shipping page, <https://www.poeticfrench.info/index.html> (last visited November 13, 2020), attached screenshot as Exhibit K.

¹⁷ See emails to consumers purportedly from the Little Rock Municipal Airport, attached as Exhibit L.

¹⁸ See correspondence to Jenna Ritchie, attached as Exhibit M.

¹⁹ See an insurance form sent to Donna Flaherty, attached as Exhibit N.

28. For example, Maryland resident Mary Keim²⁰ believed that she purchased a puppy from minidachshundbreeders.com on March 20, 2020, for \$650. She paid through Western Union. On March 21, she received an email from contact@expressshippingprime.com stating a \$990 crate fee for a “thermostatically controlled puppy crate” was required to transport her puppy. She paid the fee, then was contacted by “Mark Johnson” via text message with a demand for \$875 to cover pet insurance and a “site license.” Defendants, posing as “Mark Johnson,” then told Keim that the puppy needed an \$875 quarantine document because of a national lockdown due to COVID-19. The consumer paid these fees. “Mark Johnson” again contacted her demanding she pay a \$790 penalty for not having the quarantine document in time. Again, the consumer paid the fee. “Mark Johnson” then attempted to demand that Keim pay an accommodation fee of \$800.58 “because of distress of the puppy.” Keim refused to pay, but lost a total of \$4,180.00 in the scheme.

29. Eric Plummer,²¹ an Iowa resident, believed that he purchased a puppy using Western Union from shihtzubreederhomes.com for \$620 on May 16, 2020. The next day, he was told the puppy was on the way to the airport, but that the airport required a special crate because of COVID-19. The crate cost \$995, which was refundable after the puppy delivery was completed according to Defendants. There was also a mandatory insurance fee of \$1,800. Then, there was a car accident on the way to the airport with the puppy, and the seller’s daughter needed money for medical

²⁰ See Consumer Complaint of Mary C. Keim, attached as Exhibit O.

²¹ See Consumer Complaint of Eric Plummer, attached as Exhibit P.

bills. Plummer, realizing the scam, asked for a refund for his total payment of \$2,566 and tried, unsuccessfully, to contact the sellers via telephone and email.

30. Brenda Owens²² believed that she purchased two puppies through shihtzubreederhomes.com on July 5, 2020, for \$990, and received an email from “Expert Shipping” stating that she needed to purchase \$2,000 in gift cards that would be used for air-conditioned dog crates. She then received another email stating that she needed to pay an additional fee of \$2,500 for a COVID-19 health certificate. After she paid \$1,250 of these fees (\$4,000 total), Defendants stopped responding to her.

31. Victoria Garcia²³ believed that she purchased a puppy online through akcfrenchbulldogpuppiesbreeder.com for \$600 on July 14, 2020. She paid via Western Union the same day. Later, Garcia purchased the “required pet crate fee” after receiving an email from adamsfieldlittlerockmunicipal@gmail.com. When Garcia was contacted again by the same email address demanding she pay an insurance fee of \$1200, she refused. Defendants threatened to report her to law enforcement for neglecting and abandoning the dog and refused to refund her payments.²⁴

32. On July 22, 2020, Rhode Island resident Sandra Arnold²⁵ used yorkdhireterrierpuppiesbreeder.com in the belief that she was purchasing a puppy named “Dolly” for \$700, which included a delivery fee of \$100. Dolly was to be delivered by a “nanny” on July 24, 2020, but was purportedly delivered to the “Pet

²² See Consumer Complaint of Brenda Owens, attached as Exhibit Q.

²³ See Consumer Complaint of Victoria Garcia, attached as Exhibit R.

²⁴ *Id.*

²⁵ See Consumer Complaint of Sandra Arnold, attached as Exhibit S.

Transportation Department,” Conway Municipal Airport at Cantrell Field, 3250 Sand Gap Road, Conway, Arkansas 72034.²⁶ Arnold was then contacted by email, from the email address conwaymunicipalairport@gmail.com, and told that she would need to pay a refundable crate fee of \$950 plus a non-refundable \$30 rental fee. Another \$980 for refundable insurance would also need to be paid by Arnold in order to pick up the puppy. After communicating with the sellers, Arnold agreed at the sellers’ suggestion to allow “Taylor Percier” transport the puppy to a halfway point. The sellers informed Arnold that the puppy was picked up on July 26, 2020. That was the last Arnold heard from the sellers, despite numerous emails. The website on which Dolly was advertised updated soon thereafter with the same puppy listed for sale. Arnold lost a total of \$700 in the scheme.

33. On approximately September 14, 2020, Shelly Handwerk²⁷ used Zelle in the belief she was paying \$950 for two puppies she found online at certifiedyorkshireterrierbreeders.com. After confirmation of payment, Defendants claimed they would send an itinerary for the delivery of the puppies to Handwerk’s home in Pennsylvania. Defendants stopped responding to emails after that date and failed to ship the two puppies or refund Handwerk’s purchase price.

34. Cheryl Foster²⁸, on January 27, 2021, believed that she purchased two puppies using the website outstandingbichons.com and paid through Zelle.

²⁶ The Pet Transportation Department at Conway Municipal Airport is non-existent.

²⁷ See Consumer Complaint of Shelly Handwerk, attached as Exhibit T.

²⁸ See Consumer Complaint of Cheryl Foster, attached as Exhibit U.

Defendants claimed the two puppies would arrive at her home in Maryland the next day. However, Defendants then asked Foster to pay \$3,100 for shipping insurance and specialized crates. Foster then requested a refund and Defendants told her to sue them. Foster lost \$1,500 in the scheme.

35. In lieu of Western Union, Defendants began using Walmart MoneyCenter to solicit and pick up funds sent by consumers for the purchase of puppies using Walmart2Walmart or MoneyGram. Using these services, consumers could send money from a Walmart store for pick up at a Walmart store anywhere in the United States.

36. Walmart's Global Investigations Unit cooperated with the State and other law enforcement agencies to research and analyze the Defendants' activities on its money transfer platforms for part of 2020.

37. Walmart provided the State with a spreadsheet containing suspected fraudulent transactions.²⁹ Walmart also included video surveillance still shots, receipts, transaction date/time, sender, and receiver information.³⁰

38. In just eleven months of 2020, Defendants swindled from consumers at least \$86,771 using Walmart's money transfer platforms. Defendants picked up funds from Walmart stores all over Arkansas, including Benton, Bryant, Pocahontas, Walnut Ridge, West Memphis, Hot Springs, Conway, Malvern, Cabot, Little Rock,

²⁹ See Spreadsheet, attached as Exhibit V.

³⁰ See "Arkansas Puppy Scam," Walmart Global Investigations Report, attached as Exhibit W.

Hope, Sherwood, Arkadelphia, Fayetteville, Jacksonville, North Little Rock, Greenbrier, Searcy, Beebe, Russellville, and Texarkana.

39. For example, on July 15, 2020, Defendants picked up \$6,470 from 10 different Arkansas Walmart stores:

- a. At 8:04 a.m., “Jeffrey Harper” from 4517 Crichton Lane, Orlando, Florida picked up \$600 in Hot Springs at the Malvern Avenue store.
- b. At 8:24 a.m., “Scott Carroll” from 4519 Crichton Lane, Orlando, Florida picked up \$600 in Hot Springs at the Central Avenue store.
- c. At 12:29 p.m., “John Heines” from 3725 Dunhaven Road, Dallas, Texas picked up \$1,000 in Benton from the Interstate 30 store. For this transaction, Walmart provided the State with video stills. Defendant Ekwelle is shown wearing a white tank top, blue shorts, and a black hat. He drove away in a full-size, white SUV.
- d. At 1:13 p.m., “Spencer Jefferson” from 4515 Crichton Lane, Orlando Florida picked up \$620 in Sherwood from the Store #2743. Walmart provided the State with video stills of this transaction. Defendant Berinyuy is shown wearing a dark shirt, pants, and hat.
- e. At 1:14 p.m., “Terry Huggins” from 3721 Dunhaven Road, Dallas, Texas picked up \$600 in Bryant from the Bryant Avenue store. Video stills provided by Walmart show Defendant Ekwelle wearing the same clothes as he was wearing at his stop in the Benton store at 12:29 p.m. Again, the video still shows him driving a full-size, white SUV.

- f. At 1:24 p.m., “Jeffrey Harper” from 4517 Crichton Lane, Orlando, Florida picked up \$600 in Sherwood from Store #7. Video stills show Defendant Berinyuy wearing the same dark shirt, pants, and hat as he was wearing at 1:13 p.m. in Store #2743.
- g. At 2:17 p.m., “Terry Huggins” appeared in Store #3168 in Conway, where he picked up \$600. Video stills show Defendant Ekwelle dressed in the same white tank top, blue shorts, and black hat and driving a large, white SUV from the parking lot.
- h. At 2:43 p.m., “Alain Price” from 3723 Dunhaven Road, Dallas, Texas picked up \$600 from Store #2575 in Conway. Walmart captured video stills of Defendant Ekwelle in a white tank top, blue shorts, and black hat.
- i. At 4:51 p.m., “Terry Huggins” visited Store #5 in Conway, where he picked up \$600. Photographs of the transaction show Defendant Ekwelle wearing a white tank top and black hat.
- j. At 5:20 p.m., “Alain Price” was at Store #7317 in Greenbrier, where he picked up \$650. Again, Walmart security cameras capture Defendant Ekwelle dressed in a white tank top and black hat.³¹

40. The Walmart records reflect that Defendants’ trickery and deception was not limited to July 15, 2020. Over the course of months, Defendants obtained

³¹ See the referenced July 15 surveillance of Defendants, attached collectively as Exhibit X.

significantly more cash using false pretenses at the expense of consumers nationwide. Defendants transferred their illicit profits to individuals in Cameroon, Africa.³²

41. In the Walmart video stills, Defendant Berinyuy is shown using various names, such as “Spencer Stockton,” “Johnathan Cacok,” “Theodore Green,” “Hugh Donnell,” “Scott Thompson,” “Luke Merigan,” “Nathan McCoy,” “Shane Devin,” “Dylan Jones,” “Jeff Williams,” “Kyle Corrigan,” “Byron Denney,” “Adrian Marchand,” “Harry Ramsay,” “Jordan Russell,” “Benjamin Pecile,” and “Demian Rogan.”³³

42. Defendant Ekwelle is also shown using aliases, such as “Chris Harvey,” “Charles Rivers,” “Austin Murray,” “Clovis Johnson,” “Sammy Fowler,” “Danny Watkins,” “David Stanton,” “Snady Reid,” “Hassan Brown,” “Lenard Norris,” and “Richard Sims.”³⁴

43. On one occasion, Defendant Ekwelle visited the Walmart Pharmacy at Store #318 in Arkadelphia, where he provided his true name, date of birth, and address to receive a prescription medication. Moments later, at the Walmart MoneyCenter, Defendant Ekwelle produced identification and held himself out to be “Joel Huggins,” from San Diego, California and obtained \$600 sent to him using MoneyGram. Walmart captured both transactions using its security cameras.³⁵

³² *Supra*, Note 8.

³³ *Supra*, Note 30.

³⁴ *Id.*

³⁵ See the surveillance from the two same-day transactions at Walmart, collectively attached as Exhibit Y.

V. VIOLATIONS OF LAW

Arkansas Deceptive Trade Practices Act

44. The ADTPA sets forth the State's statutory program prohibiting deceptive and unconscionable trade practices.³⁶

45. The business practices of Defendants constitute the employment of bait-and-switch advertising consisting of an attractive but insincere offer to sell a product or service which the seller in truth does not intend or desire to sell, evidenced by the requirement of a tie-in sale or other undisclosed conditions precedent to the purchase of good or service.³⁷

46. Here, Defendants posted photos of puppies online at deeply discounted prices to entice would-be buyers into purchasing a pet. Defendants used the puppies as a ruse to take money from consumers.

47. The law prohibits the use of "concealment, suppression, or omission of any material fact with the intent that others rely upon the concealment, suppression, or omission" while selling any goods or services.³⁸ Defendants have engaged in prohibited conduct by:

- a. Engaging in the enterprise described more fully above to deceive and trick consumers into purchasing puppies that were merely a ruse in an online fraud scam; and

³⁶ Ark. Code Ann. §§ 4-88-101, *et seq.*

³⁷ Ark. Code Ann. § 4-88-107(a)(5)(B).

³⁸ Ark. Code Ann. § 4-88-108(2).

- b. Using money transmission services and omitting material facts relating to Defendants' identity and the nature of their enterprise to obtain funds through the use of fraud, deception, and trickery;
- c. Concealing and suppressing Defendants' identity.

48. Defendants, in connection with the sale and advertisement of puppies, engaged in the act, use, or employment of deception, fraud, or false pretenses in violation of the ADTPA.³⁹ Defendants have engaged in prohibited conduct by:

- a. Creating and publishing fake websites online to entice consumers;
- b. Using photos of puppies to solicit funds from non-suspecting prospective pet owners to further their fraudulent and deceptive enterprise;
- c. Creating and using false identities to deceive money transmission services, to evade law enforcement detection, and to deceive consumers;
- d. Creating and using false business names to deceive consumers into believing Defendants' misrepresentations and falsehoods; and
- e. Impersonating the Little Rock Municipal Airport and other legitimate businesses to persuade consumers to transmit additional monies to further Defendants' fraudulent enterprise.

49. It is a violation to engage in unconscionable, false, or deceptive acts or practices in business, commerce, or trade.⁴⁰ Defendants have engaged in prohibited conduct by preying on hopeful and unsuspecting consumers' emotions by selling and

³⁹ Ark. Code Ann. § 4-88-108(1).

⁴⁰ Ark. Code Ann. § 4-88-107(a)(10).

promising to deliver puppies, only to take consumers' money and leave them wondering and worried about the purported puppies that never arrived.

Civil Conspiracy

50. As more fully described above, Defendants combined their efforts to accomplish an unlawful online sales scheme. They pursued this scheme, each doing a part, so that their acts were connected and cooperative, indicating a closeness of personal association and concurrence of sentiment.

51. As part of the manner and means of the conspiracy, Defendants offered puppies for sale on websites, communicated by email with consumers to induce the consumers to purchase the puppies. The Defendants claimed that the transport of the puppies was delayed and needed additional monies to effectuate the transport. The Defendants received money directly or indirectly from the consumers, and the Defendants never delivered the puppies.

52. At its core, this enterprise of preying on hopeful and unsuspecting consumers' emotions by selling and promising to deliver puppies, only to take consumers' money and leave them wondering and worried about the purported puppies that never arrived, was more than unlawfully deceptive, it was heartless and cruelly unconscionable in violation of the ADTPA.

53. In order to acquire money, Defendants, acting collectively, systematically misrepresented their identities, their experience, and the availability of the advertised puppies to consumers nationwide. To further their goal, Defendants engaged in acts and misrepresentations that operated as a fraud or deceit upon

consumers and businesses, including money transmitters, the Little Rock Municipal Airport, and other legitimate businesses. The acts and misrepresentations ensured that consumers would purchase the Defendants' advertised puppies and send money to Defendants.

54. Defendants are equally and separately liable for their own offensive conduct as well as the activities of their joint enterprise.

PRAYER FOR RELIEF

55. The Attorney General may bring a civil action to seek to prevent persons from engaging in the use or employment of prohibited practices.⁴¹

56. 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.⁴²

57. The Attorney General may seek an injunction prohibiting any person from engaging in any deceptive or unlawful practice.⁴³

58. Any person who violates the provisions of the ADTPA may be assessed a civil penalty of up to \$10,000 per violation.⁴⁴

⁴¹ Ark. Code Ann. § 4-88-113(a)(1).

⁴² Ark. Code Ann. § 4-88-113(a)(2)(A).

⁴³ Ark. Code Ann. §§ 4-88-104 and 4-88-113(a)(1).

⁴⁴ Ark. Code Ann. § 4-88-113(a)(3).

59. 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.⁴⁵

60. A "person" is an individual, organization, group, association, partnership, corporation, or any combination thereof.⁴⁶

61. Helda Berinyuy and Thierry A. Ekwelle are "persons" who have engaged in an unconscionable, false, or deceptive acts or practices in business, commerce, or trade.

62. 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 the Defendants of the practices described herein which are violations of the ADTPA and from further operation of the civil conspiracy;
- b. Issue an order, pursuant to Ark. Code Ann. § 4-88-113(a)(2)(A), requiring Defendants to pay restitution to those consumers affected by the activities outlined herein; in addition, or in the alternative, enter an

⁴⁵ Ark. Code Ann. § 4-88-113(e).

⁴⁶ Ark. Code Ann. § 4-88-102(5).

order requiring Defendants to remit to affected consumers all sums obtained from consumers by methods prohibited by Arkansas law;

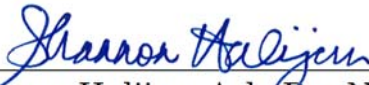
c. Impose civil penalties pursuant to Ark. Code Ann. § 4-88-113(b), to be paid to the State by the Defendants in the amount of \$10,000.00 per each violation of the ADTPA proved at a trial of this matter;

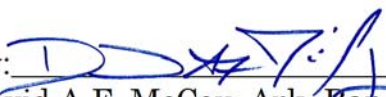
d. Issue an order, pursuant to Ark. Code Ann. § 4-88-113(e), requiring Defendants to pay the State's costs in this investigation and litigation, including, but not limited to, attorneys' fees and costs; and

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

Respectfully submitted,

LESLIE RUTLEDGE
ATTORNEY GENERAL

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