

**COVER SHEET  
STATE OF ARKANSAS  
CIRCUIT COURT: CIVIL**

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SALINE COUNTY  
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County: Saline District: 22 Filing Date: 04-19-2021  
 Judge: Houston Division: 3 Case ID: U3CV-21-324

Type of case (select one that best describes the subject matter)

(OM) Civil - Other

Plaintiff		Defendant	
Company/ Last Name	STATE OF ARKANSAS, ex rel. LESLIE RUTLEDGE, ATTORNEY GENERAL	Company/ Last Name	Matthews Construction, LLC d/b/a Arkansas Decks and More
Suffix		Suffix	
First Name		First Name	
DL/State ID		DL/State ID	
Address	323 Center Street, Suite 200	Address	842 Breckenridge Dr.
City, State ZIP	Little Rock, AR 72201	City, State ZIP	Benton, Arkansas 72019
Phone	501-682-6491	Phone	
Email	Jason.Epperson@ArkansasAG.gov	Email	
Self-represented	<input type="radio"/> Yes <input checked="" type="radio"/> No	Self-represented	<input type="radio"/> Yes <input checked="" type="radio"/> No
DOB		DOB	
Interpreter needed?	<input type="radio"/> Yes: _____ <input checked="" type="radio"/> No other language: _____	Interpreter needed?	<input type="radio"/> Yes: _____ <input checked="" type="radio"/> No other language: _____

Attorney of Record: Jason Epperson

For the:  Plaintiff  Defendant  Intervenor

Related Case(s): Judge: \_\_\_\_\_

Manner of filing (choose one):  (MFO) Original

Bar #: 2015083

Email Address: Jason.Epperson@ArkansasAG.gov

Case ID(s): \_\_\_\_\_

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*Additional Civil Case Party Information. Attach this and additional pages if needed.*

If amending an existing case to add parties, include:

Case ID: \_\_\_\_\_ Case Styling: \_\_\_\_\_

<b>Party type:</b>	<b>Plaintiff</b>	<input checked="" type="checkbox"/> <b>Defendant</b>	<b>Party type</b>	<b>Plaintiff</b>	<b>Defendant</b>
Company/ Last Name	Matthews		Company/ Last Name		
Suffix			Suffix		
First Name	Dwight		First Name		
DL/State ID			DL/State ID		
Address	842 Breckenridge Dr.		Address		
City, State ZIP	Benton, AR 72019		City, State ZIP		
Phone			Phone		
Email			Email		
Self-represented	Yes	No	Self-represented	Yes	No
DOB			DOB		
Interpreter needed?	Yes:	<input checked="" type="checkbox"/> No other language: _____	Interpreter needed?	Yes:	No other language: _____
<hr/>					
<b>Party type:</b>	<b>Plaintiff</b>	<b>Defendant</b>	<b>Party type</b>	<b>Plaintiff</b>	<b>Defendant</b>
Company/ Last Name			Company/ Last Name		
Suffix			Suffix		
First Name			First Name		
DL/State ID			DL/State ID		
Address			Address		
City, State ZIP			City, State ZIP		
Phone			Phone		
Email			Email		
Self-represented	Yes	No	Self-represented	Yes	No
DOB			DOB		
Interpreter needed?	Yes:	No other language: _____	Interpreter needed?	Yes:	No other language: _____

IN THE CIRCUIT COURT OF SALINE COUNTY, ARKANSAS  
3 DIVISION

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

v.

CASE NO. U3CV-21-324

MATTHEWS CONSTRUCTION, LLC  
d/b/a ARKANSAS DECKS AND MORE  
and DWIGHT ERIC MATTHEWS DEFENDANTS

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COMPLAINT

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The State of Arkansas, *ex rel.* Leslie Rutledge, Attorney General (“the State”), for its Complaint against Matthews Construction, LLC d/b/a Arkansas Decks and More and Dwight Eric Matthews (collectively “Defendants”), states:

**I. INTRODUCTION**

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

2. Operating under various names, Defendant Dwight Eric Matthews (“Eric Matthews”) solicited residential home improvement contracting work including deckbuilding, roofing, and patio enclosure construction throughout Central Arkansas. Since 2019, the Attorney General’s Office and the Arkansas Contractor’s Licensing Board (“ACLB”) have received more than fifteen consumer

complaints reporting that Defendants required deposits of up to 50% or more of the estimated completion price then fail to complete the work or refund unearned payments.

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

4. The State seeks an injunction, an order imposing civil penalties, restitution for affected consumers, and other relief against 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 Matthews Construction, LLC is an Arkansas limited liability company registered with the Arkansas Secretary of State, whose principal place of business is 842 Breckenridge Dr., Benton, Arkansas 72019. Although not registered as a fictitious name with the Arkansas Secretary of State, Matthews Construction, LLC also does business as Arkansas Decks and More.<sup>1</sup> **EXHIBIT 1.**

7. Defendant Eric Matthews is the owner of Matthews Construction, LLC, and according to the Arkansas Secretary of State, serves as its registered

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<sup>1</sup> “Arkansas Decks and More LLC” was formerly organized as an Arkansas limited liability company, also located at 842 Breckenridge Drive, Benton, AR 72019. Its status has been revoked with the Arkansas Secretary of State. At all times relevant to the circumstances alleged in the Complaint, the name “Arkansas Decks and More” was merely used as a “d/b/a” or fictitious name of Matthews Construction, LLC with no separate legal identity.

agent for service of process at 18880 Tadlock Cir., Alexander, Arkansas 72002. At all times relevant to the circumstances alleged in the Complaint, Eric Matthews operated, controlled, and directed the business activities of Matthews Construction, LLC, personally participating in or ratifying the acts and practices of its employees as described in this Complaint. Therefore, in addition to personal liability for his deceptive acts under the ADTPA, he is jointly, and severally liable for the deceptive acts of Matthews Construction, LLC pursuant to Ark. Code Ann. § 4-88-113(d).

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

10. 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**

11. Defendant Eric Matthews is the owner of Corporate Defendant Matthews Construction, LLC, a Saline County limited liability company he organized in 2009 to sell residential home improvement goods and services mostly involving deck and patio construction throughout Central Arkansas in Saline, Pulaski, Lonoke, Benton, and Grant Counties.

12. Defendants also do business as Eric Matthews Construction and Arkansas Decks and More; for instance, “Matthews Construction (DBA: Arkansas Decks and More)” is often included on Defendants’ invoices, estimates, and other business documents. **EXHIBIT 2.**

13. Since 2019, the Arkansas Attorney General’s Office has received multiple complaints that Defendants solicit large cash deposits, fail to begin or complete work, and fail to refund unearned payments.

14. Consumers also reported that Defendants make varying excuses for construction delays before ultimately failing to complete the work or provide refunds of unearned deposits, including, but not limited to:

- a. mills are shut down;
- b. lumber prices have increased;
- c. weather delays;
- d. subcontractor issues;
- e. supplier issues;
- f. personal injury;
- g. family emergency;
- h. COVID-19; or
- i. claiming that Eric Matthews is out of town.

15. Defendants formerly advertised licensed residential construction services—mostly related to decks and patios—on their website, [www.arkansasdecks.com](http://www.arkansasdecks.com). **EXHIBIT 3.**

16. After receiving more than fifteen consumer complaints from the ACLB and the Attorney General's Office, Defendants deactivated their website, and on October 28, 2020, voluntarily surrendered the "Residential Unlimited" contractor's license for "ERIC MATTHEWS – DBA ERIC MATTHEWS CONSTRUCTION". **EXHIBIT 4.**

17. Defendants—now unlicensed—cannot lawfully complete the outstanding work, yet have failed to refund unearned payments for their customers whose contracts remain unfulfilled.

18. On July 10, 2019, Consumer A hired Defendants to replace a deck and install a metal railing. Defendants failed to attach the metal railing, complete the work, or refund any of Consumer A's prepayment of \$6,400.20. **EXHIBIT 5A.**

19. On August 23, 2019, Consumer B hired Defendants to build a two-car garage and to replace a deck and add a screen for a total price of \$65,121.46. Consumer B then remitted cashier's checks of \$5,499.32 and \$20,849.12 to Defendants as deposits. On November 8, 2019, Consumer B paid Defendants \$10,424.56. On December 30, 2019, Consumer B made two additional payments by cashier's checks. The first \$3,000 check was paid as a contractor's draw and the second check for \$2,000 was for Defendants to add three feet to the garage bonus room per an addendum to the initial agreement. On April 1, 2020, Defendants made a final payment of \$7,424.56. **EXHIBIT 5B.**

20. Consumer B terminated the contract with Defendants on July 1, 2020, citing workmanship issues, abandonment, and failure to make repairs as promised.

At the time of termination, Defendants had failed to complete the project, failed to begin work on the garage bonus room that Defendants paid \$2,000 for, and failed to purchase windows for \$250 and a garage door for \$1,200 as provided for in the contract. Additionally, Consumer B was forced to pay one of Defendants' subcontractors \$722.67 in order to avoid a contractor's lien on the uncompleted construction after Defendants failed to pay the subcontractor themselves. To date, Defendants have not refunded any of Consumer B's payments. *Id.*

21. On March 3, 2020, Consumer C hired Defendants to build and install a pavilion, gutters, and a privacy fence for \$10,973. After one of Defendants' subcontractors installed a pavilion that began to sag, Defendants sent new workers to repair and complete the job. After two months of waiting on the work to be completed, Consumer C rented scaffolding for Defendants' workers to reach the ceiling, bought replacement materials, and personally paid Defendants' workers for labor that had already been priced into the contract. Consumer C was ultimately forced to hire another contractor to complete and repair the work. To date, Defendants have not provided a refund of unearned payments or reimbursed Consumer C for additional payments made to Defendants' workers. **EXHIBIT 5C.**

22. Consumer D paid a 50% deposit of \$7,000 on April 24, 2020, for materials for Defendants to build and install a patio cover with a fully enclosed screen. After installing the patio cover frame in June, Defendants were paid an additional \$3,000 for completed labor. Defendants then failed to complete installation of the vinyl trim, fascia, gutters, wrap-around screen, or to clean up the



construction site despite repeatedly promising to do so through text messages. To date, Defendants have not completed the work, refunded unearned payments, or provided the unused materials that Consumer D paid for. **EXHIBIT 5D.**

23. Consumer E paid Defendants a 50% deposit of \$7,500 on June 5, 2020, for Defendants to build three decks. On November 20, 2020, Consumer E requested a refund in a text message to Eric Matthews, but as of today's date, Defendants have not begun work or refunded his deposit. **EXHIBIT 5E.**

24. On June 17, 2020, Consumer F paid Defendants a deposit of \$3,600 for a deck replacement. On July 31, 2020, Consumer F asked Eric Matthews through a text message if he had any idea when he was planning to start the work. He responded that mills were shut down for a couple weeks and he couldn't get material. Consumer F demanded his deposit back on August 14, 2020, but, to date, Defendants have not begun the work or provided a refund. **EXHIBIT 5F.**

25. On June 25, 2020, Consumer G paid Defendants a 50% deposit of \$4,100 to demolish and rebuild a deck. Defendants failed to complete the demolition or begin rebuilding the deck—blaming construction delays on an increased cost of lumber. Defendants sent a text message to Consumer G on October 6th, 2020, stating that a subcontractor would reach out to him to complete the work, but as of today's date, Defendants have failed to complete the work or refund the unearned deposit. **EXHIBIT 5G.**

26. On July 3, 2020, Consumer H paid Defendants a deposit of \$7,825.69 to remove a deck, install a concrete patio, and build a pavilion. After failing to begin

the project for three months, Defendants signed a promissory note promising to refund the deposit by December 31, 2020. To date, Defendants have failed to begin the work or provided a refund of unearned payments. **EXHIBIT 5H.**

27. On July 21, 2020, after taking out a loan, Consumer I paid Defendants a 50% deposit of \$4,900 to build a deck. To date, Defendants have failed to begin the project or provide a refund. **EXHIBIT 5I.**

28. Consumer J paid Defendants a 50% deposit of \$4,701.64 on July 29, 2020, to screen in a porch. To date, Defendants have failed to begin any work or provide a refund. **EXHIBIT 5J.**

29. On August 3, 2020, Consumer K agreed to pay Defendants a 50% deposit of \$4,828.63 to rebuild a deck. To date, Defendants have failed to begin any work or provide a refund. **EXHIBIT 5K.**

30. On August 19, 2020, Consumer L paid Defendants a 50% deposit of \$16,675.40 to build a concrete slab shop building with HVAC and electricity. Consumer L demanded a refund via text message in October because Defendants had not begun work, were difficult to contact, and kept making excuses for delays. To date, Defendants have failed to respond to Consumer L or provide a refund of the unearned deposit. **EXHIBIT 5L.**

31. In total, consumers have paid over \$100,000 for work that has not been completed and Defendants have not returned consumers' money.

## V. VIOLATIONS OF LAW

32. The ADTPA sets forth the State's statutory program prohibiting deceptive and unconscionable trade practices.<sup>2</sup>

33. The residential construction business practices of Defendants constitute the sale of "goods" or "services."<sup>3</sup> The same business practices constitute business, commerce, or trade.<sup>4</sup>

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

- a. Charging consumers upfront deposits of up to 50% for the purchase of goods and services and wholly failing to provide the appropriate goods or completely render the services;
- b. Misleading consumers about completion dates, the quality of its work, and the reasons for the delay of the goods and services; and
- c. Failing to return phone calls and text messages from customers or provide refunds of unearned payments.

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

36. Ark. Code Ann. § 4-88-108(2) 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.

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<sup>2</sup> Ark. Code Ann. §§ 4-88-101, *et seq.*

<sup>3</sup> Ark. Code Ann. § 4-88-102(4) and (7).

<sup>4</sup> Ark. Code Ann. § 4-88-107.

Defendants have engaged in prohibited conduct by continuing to sell home improvement goods and services to consumers while concealing or omitting the material fact that they would not or could not be completed.

### PRAYER FOR RELIEF

37. The Attorney General may bring a civil action to seek to prevent persons from engaging in the use or employment of prohibited practices.<sup>5</sup>

38. 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.<sup>6</sup>

39. The Attorney General may seek an injunction prohibiting any person from engaging in any deceptive or unlawful practice.<sup>7</sup>

40. Any person who violates the provisions of the ADTPA may be assessed a civil penalty of up to \$10,000 per violation.<sup>8</sup>

41. 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.<sup>9</sup>

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<sup>5</sup> Ark. Code Ann. § 4-88-113(a)(1).

<sup>6</sup> Ark. Code Ann. § 4-88-113(a)(2)(A).

<sup>7</sup> Ark. Code Ann. §§ 4-88-104 and 4-88-113(a)(1).

<sup>8</sup> Ark. Code Ann. § 4-88-113(a)(3).

<sup>9</sup> Ark. Code Ann. § 4-88-113(e).

42. A “person” is an individual, organization, group, association, partnership, corporation, or any combination thereof.<sup>10</sup>

43. Defendants are “persons” who have engaged in an unconscionable, false, or deceptive act or practice in business, commerce, or trade.

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

45. 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 Defendants of the practices described herein which are violations of the ADTPA;
- b. Issue an order, pursuant to Ark. Code Ann. § 4-88-113(a)(2)(A), requiring Defendants to pay consumer restitution to those Arkansas

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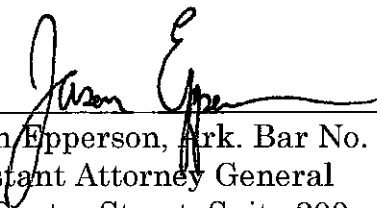
<sup>10</sup> Ark. Code Ann. § 4-88-102(5).

consumers affected by the activities outlined herein; in addition, or in the alternative, enter an order requiring Defendants to remit to affected consumers all sums obtained from Arkansas consumers by methods prohibited by Arkansas law;

- c. Impose civil penalties pursuant to Ark. Code Ann. § 4-88-113(b), to be paid to the State by the Defendants in the amount of \$10,000.00 per each violation of the ADTPA proved at a trial of this matter, the full amount of which will exceed the amount necessary to establish federal diversity jurisdiction.
- d. Issue an order, pursuant to Ark. Code Ann. § 4-88-113(e), requiring 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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