

IN THE CIRCUIT COURT OF BOONE COUNTY,
STATE OF MISSOURI

STATE OF MISSOURI, ex rel.)	
Attorney General Andrew Bailey,)	
)	
Plaintiff,)	
)	
vs.)	
)	
Anthony Walters)	
an individual)	
)	Cause No. _____
Anthony Walters Carpentry, LLC)	Division No. _____
a Missouri limited liability company)	
)	
Defendants.)	
)	

**PETITION FOR INJUNCTION, RESTITUTION, CIVIL
PENALTIES AND OTHER COURT ORDERS**

The State of Missouri, through Attorney General Attorney General Andrew Bailey (“Plaintiff”), brings this lawsuit under the Missouri Merchandising Practices Act (“MMPA”), § 407.010, *et seq.*, RSMo., against Anthony Walters and Anthony Walters Carpentry, LLC. According to the complaints filed with the Attorney General’s Office, Defendants advertised, offered for sale, and sold home renovation and construction services to an individual, then failed deliver the services promised. Plaintiff seeks restitution for the individual harmed and appropriate injunctive relief to stop any continued fraudulent activities conducted by Defendants.

PARTIES

1. Andrew Bailey is the Attorney General of the State of Missouri and brings this action in his official capacity under Chapter 407, RSMo.

2. Upon information and belief, Defendant Anthony Walters currently resides in the city of Hartsburg in Boone County, Missouri. Anthony Walters conducted business in Boone County, Missouri, and is being sued in his individual capacity.

3. Defendant Anthony Walters Carpentry, LLC, a Limited Liability Company, was registered with the Missouri Secretary of State's Office on August 7, 2019. Defendant Anthony Walters is listed as the company's sole organizer.

4. Defendant Anthony Walters had direct control over the operations of Defendant Anthony Walters Carpentry, LLC, and its agents all time relevant to this petition. He is individually liable for the violations of Chapter 407 in the State of Missouri alleged herein.

5. Defendants Anthony Walters and Anthony Walters Carpentry, LLC, (collectively "Defendants") have done business in the State of Missouri, including Boone County, by marketing, offering for sale, selling, and/or providing home renovation and construction services.

6. All references to the actions of Defendants include actions as an individual, in concert with, or by and through his principals, officer, directors,

members, organizers, employees, agents, representatives, affiliates, assignees, and successors.

JURISDICTION

7. This Court has subject matter jurisdiction pursuant to Article V, §14 of the Missouri Constitution.

8. This Court has personal jurisdiction over Defendant Anthony Walters because he conducted business in the State of Missouri in his individual capacity and through his company Anthony Walters Carpentry, LLC.

9. This Court has personal jurisdiction over Defendant Anthony Walters Carpentry, LLC, because the company was organized under Missouri law, maintained a principal place of business in Missouri, and conducted business in Missouri.

10. This Court has authority over this action pursuant to Section 407.100, RSMo, which allows the Attorney General to seek injunctive relief, restitution, penalties, and other relief in circuit court against a person who has violated 407.020, RSMo.

VENUE

11. Venue is proper in this Court pursuant to § 407.100.7, RSMo., which provides that “[a] action under this section may be brought in the county in which the defendant resides, in which the violation alleged to have

been committed occurred, or in which the defendant has a principal place of business.”

12. Upon information and belief, Defendant Anthony Walters resides in Boone County, Missouri.

13. The violations alleged to have been committed by the Defendants occurred in Boone County, Missouri.

MERCHANDISING PRACTICES ACT

14. Section 407.020 of the Missouri Merchandising Practices Act provides in pertinent part:

“The act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise in trade or commerce or the solicitation of any funds for any charitable purpose, as defined in section 407.453, in or from the state of Missouri, is declared to be an unlawful practice... Any act, use or employment declared unlawful by this subsection violates this subsection whether committed before, during or after the sale, advertisement, or solicitation.”

15. “Person” is defined as “any natural person or his legal representative, partnership, firm, for-profit or not-for-profit corporation, whether domestic or foreign, company, foundation, trust, business entity or association, and any agent, employee, salesman, partner, officer, director, member, stockholder, associate, trustee or cestui que trust thereof.”

16. “Merchandise” is defined as “any objects, wares, goods, commodities, intangibles, real estate, or services.” § 407.010(4).

17. “Sale” is defined as “any sale, lease, offer for sale or lease, or attempt to sell or lease merchandise for cash or on credit.” § 407.010(6).

18. “Trade” or “commerce” are defined as “the advertising, offering for sale, sale, or distribution, or any combination thereof, of any services and any property, tangible or intangible, real, personal, or mixed, and any other article, commodity, or thing of value wherever situated. The terms ‘trade’ and ‘commerce’ include any trade or commerce directly or indirectly affecting the people of this state.” § 407.010(7).

19. Defendants have sold merchandise in trade or commerce within the meaning of § 407.010.

20. The Attorney General has promulgated rules explaining and defining terms used in §§ 407.010 to 407.145 of the Merchandising Practices Act. Said rules are contained in the Missouri Code of State Regulations (“CSR”).

21. From those regulations, and pertinent to this petition, a false promise is defined as “any statement or representation which is false or misleading as to the maker’s intention or ability to perform a promise, or likelihood the promise will be performed.” 15 CSR 60-9.060.

22. “A misrepresentation is an assertion that is not in accord with the facts.” 15 CSR 60-9.070.

23. “Deception is any method, act, use, practice, advertisement or solicitation that has the tendency or capacity to mislead, deceive or cheat, or that tends to create a false impression.” 15 CSR 60-9.020.

24. Among other things, it is considered an unfair practice “for any person in connection with the sale of merchandise to unilaterally breach unambiguous provisions of consumer contracts.” 15 CSR 60-8.070.

ALLEGATIONS OF FACT TO ALL COUNTS

25. From at least 2019 to the present date, Defendants engaged in the business of advertising, offering for sale, and selling home renovation and construction services in the State of Missouri.

26. Defendants promised that in exchange for money upfront they would provide home renovation and construction services.

27. Despite receiving money upfront, Defendants failed to provide the services promised the consumer.

28. Defendants provided partial, incomplete, and substandard work to the consumer.

29. Despite their failures to perform the work promised, Defendants have failed to provide a refund to the consumer.

30. Defendants falsely promised at least one consumer that, in exchange for upfront payment, Defendants would provide construction services.

31. In addition, Defendant may have taken money from but failed to provide construction and home renovation services to other consumers. Additional consumers who were harmed by Defendant's actions may become evident during the course of this litigation.

32. Upon information and belief, Defendant accepted at least \$6,500 for construction services he did not provide the services as promised.

33. By way of example, Plaintiff includes the following consumer example:

Consumer Example #1

34. On or about October 2022, Victim #1 found an advertisement for the Defendants online at Yelp.com, and contacted Defendant Anthony Walters regarding home renovation projects he wanted completed. A few days later, Anthony Walters visited Victim #1's property and was hired to complete three projects. Walters completed the three projects over the following two weeks to Victim #1's satisfaction.

35. On or about the first week of November 2022, Victim #1 met with Walters to discuss the construction of a privacy fence he wanted built around his duplex. The fence was to be six feet high and include an electronic gate for

Victim #1's vehicles. Walters provided an estimated price of \$7,200 for the job.

36. On or about November 7, 2022, Walters contacted Victim #1 and offered to discount the project by \$1,000 if Victim #1 hired him immediately. Walters claimed this would allow him to save money by ordering the materials for Victim #1's project alongside those for another project he was working on.

37. On or about November 15, 2022, Victim #1 and Walters signed the contract for the job at Victim #1's residence in Boone County. The total contract price was \$6,200. Walters requested \$4,700 in advance for materials, which Victim #1 paid by check on the same day.

38. At the time the contract was signed, Walters promised to start work immediately and that the job would be finished in three weeks. Walters also promised to reduce the total price by \$500 if the job was not completed on time.

39. On or about December 6, 2022, Walters requested an additional payment of \$1,800 for materials, including parts for the electronic gate. Victim #1 provided the \$1,800 payment by CashApp. Victim #1 received a hand-written receipt for the transaction, which included Walter's promise that \$500 would be removed from the price for late completion of the project.

40. Between November 15 and December 15, 2022, Walters worked on the fence on eight separate occasions, with each session lasting one or two hours. Walters completed the following work for the project: fence post holes dug by Walters and his crew; 75% of the frame for the back portion of the property; and five feet of completed fence near Victim #1's driveway.

41. Between November 15, 2022, and February 16, 2023, Victim #1 made several inquiries about Walters' failure to complete the job as promised. Walters provided excuses and promises to begin work the next day or the following week, but failed to begin or complete the work as promised.

42. February 16, 2023, was the last day Victim #1 had contact with Walters.

43. Victim #1 paid \$6,500 and received only partial work and no refund of his down payment.

VIOLATIONS

COUNT I – FALSE PROMISES

44. Plaintiff incorporates the preceding paragraphs as if fully stated herein.

45. Defendants violated § 407.020, RSMo., by falsely promising to the consumer that, in exchange for payment upfront, Defendants would provide construction and home renovation services.

46. Such representation and promises were false and misleading as to Defendants' intentions or ability to perform the work or the likelihood the promised work would be performed.

COUNT II – MISREPRESENTATIONS

47. Plaintiff incorporates the preceding paragraphs as if fully stated herein.

48. Defendants violated § 407.020, RSMo., by misrepresenting to the consumer that Defendants would provide construction and home renovation services.

49. These representations were not in accord with the facts.

COUNT III – DECEPTION

50. Plaintiff incorporates the preceding paragraphs as if fully stated herein.

51. Defendants violated § 407.020, RSMo., by using deception in connection with the sale of construction and home renovation services in that Defendants engaged in acts which had the tendency to mislead, deceive, or cheat, or that created the false impression that Defendants would provide construction services to the consumer.

52. Such representations had the capacity to mislead, deceive or cheat, or tended to create a false impression in the consumer.

COUNT IV – UNFAIR PRACTICE

53. Plaintiffs incorporates the preceding paragraphs as if fully herein.

54. Defendants violated § 407.020, RSMo., by engaging in unfair practices, including but not limited to:

- a. Unilaterally breaching unambiguous provisions of a consumer contract in that Defendants failed to complete the agreed upon services despite being contractually obligated to perform;
- b. Unilaterally breaching unambiguous provisions of a consumer contract in that Defendants failed to provide liquidated damages to the consumer for delayed work;

RELIEF

WHEREFORE, The State prays this court enter judgment:

- A. Finding Defendants have violated provisions of § 407.020, RSMO.
- B. Issuing a permanent injunction pursuant to § 407.100.3, RSMo., enjoining and prohibiting Defendants and their agents, servants, employees, and representatives, and other individuals acting on their behalf from advertising, offering for sale, and selling construction services in the state of Missouri.
- C. Requiring the Defendants to provide full restitution to all consumers who suffered an ascertainable loss per § 407.100.4, RSMo.

D. Requiring the Defendants to pay the State an amount of money equal to 10% of the total restitution ordered against Defendants, or such other amount as the court deems fair and equitable pursuant to § 407.140.3, RSMo.

E. Requiring the Defendant to pay all court, investigative, and prosecution costs of this case pursuant to § 407.130, RSMo.

F. Requiring Defendants to pay to the state a civil penalty in such amounts as allowed by law per violation of Chapter 407 that the court finds to have occurred pursuant to § 407.100.6, RSMo.

G. Requiring Defendants to pay prejudgment interest on all restitution amounts as awarded by this court.

H. Granting additional relief that this court deems just and proper.

Respectfully Submitted,

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