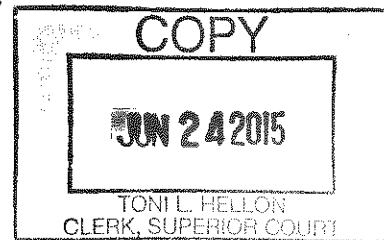


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2 Firm Bar No. 14000

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7 Fax: (520) 628-6532  
8 Pima County Computer No. 65731  
8 Attorneys for Plaintiff



10 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

11 IN AND FOR THE COUNTY OF PIMA

12 STATE OF ARIZONA, Attorney General,

13 Plaintiff

14 vs.

15 Richard Stevens, individually; Richard  
16 Stevens dba A&D's Auto Care; Richard  
17 Stevens and Jane Doe 1, as a marital  
18 community; Desert Paveing [sic], a sole  
19 proprietorship; Anthony Stevens, individually;  
20 Anthony Stevens and Jane Doe 2, as a marital  
21 community; David Stevens aka David Lee,  
22 individually; David Stevens and Jane Doe 3,  
23 as a marital community,

24 Defendants.

No. C **C 20152873**

**COMPLAINT FOR INJUNCTIVE AND  
OTHER RELIEF**

Unclassified Civil

**Gus Aragon**

22 Plaintiff, the State of Arizona *ex rel.* Mark Brnovich, the Attorney General, alleges the  
23 following:

24 **JURISDICTION AND VENUE**

25 1. The State of Arizona brings this action pursuant to the Arizona Consumer Fraud  
26 Act, A.R.S. §§ 44-1521 through 44-1534, to obtain restitution, declaratory and injunctive  
27 relief, civil penalties, disgorgement, attorneys' fees and costs, investigative expenses and other  
28 relief to prevent the unlawful acts and practices alleged in this Complaint and to remedy the

1 consequences of such unlawful practices.

2 2. Venue is proper in Pima County, Arizona.

3 3. The Superior Court has jurisdiction to enter appropriate orders, both prior to and  
4 following a determination of liability, pursuant to A.R.S. § 44-1528.

5 **PARTIES**

6 **Plaintiff**

7 4. Plaintiff is the State of Arizona, *ex rel.* Mark Brnovich, who is authorized to  
8 bring this action under the Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 through 44-1534.

9 **Individual Defendants**

10 5. Upon information and belief, Defendant Richard Stevens is a resident of Pima  
11 County, Arizona.

12 6. Defendant Jane Doe Stevens 1 is named in the event that Defendant Richard  
13 Stevens is married and community property exists against which the State can obtain monetary  
14 relief in this matter. If the State learns the true identity of Jane Doe Stevens 1, it will move to  
15 amend its Complaint accordingly.

16 7. Upon information and belief, Defendant Anthony Stevens is a resident of Pima  
17 County, Arizona.

18 8. Defendant Jane Doe Stevens 2 is named in the event that Defendant Anthony  
19 Stevens is married and community property exists against which the State can obtain monetary  
20 relief in this matter. If the State learns the true identity of Jane Doe Stevens 2, it will move to  
21 amend its Complaint accordingly.

22 9. Upon information and belief, Defendant David Stevens aka David Lee is a  
23 resident of Pima County, Arizona.

24 10. Defendant Jane Doe Stevens 3 is named in the event that Defendant David  
25 Stevens is married and community property exists against which the State can obtain monetary  
26 relief in this matter. If the State learns the true identity of Jane Doe Stevens 3, it will move to  
27 amend its Complaint accordingly.  
28

1 Business Defendants

2 11. A & D's Auto Care is a registered Trade Name in the State of Arizona.

3 12. When reference is made to A&D's Auto Care, it refers to the above named  
4 Defendant, and to the actions of its owners, officers, managers, employees, agents, and  
5 independent contractors.

6 13. Upon information and belief, Desert Paveing [sic] is a sole proprietorship  
7 operating in the State of Arizona.

8 14. When reference is made to Desert Paveing, it refers to the above named  
9 Defendant, and to the actions of its owners, officers, managers, employees, agents, and  
10 independent contractors.

11 ALLEGATIONS

12 A&D's AUTO CARE

13 15. On October 15, 2014, Defendant Richard Stevens registered the Trade Name  
14 "A&D's Auto Care" with the Arizona Secretary of State as the owner of A&D Auto Care.

15 16. Using the Trade Name A&D's Auto Care, Defendants Richard Stevens,  
16 Anthony Stevens and David Stevens sold collision repair, automobile repair and maintenance,  
17 and automobile detailing services to consumers in Pima County. A&D's Auto Care and  
18 Collision's Contact Information, <http://andautocareandcollision.com/contact-us> (last visited  
19 3/17/2015), Exhibit A.

20 17. Upon information and belief, Defendant A&D's Auto Care used the names  
21 A&D Auto, A&D Auto Care, A&D Auto Body and A & D's Auto Care and Collisions.

22 18. A&D's Auto Care, A&D Auto, A & D Auto Care, A&D Auto Body and A &  
23 D's Auto Care and Collisions' principal places of business were located at 2631 North Stone  
24 Avenue, Tucson, Arizona 85705, in Pima County (collectively referred to hereinafter as "A&D  
25 Auto").

26 19. Defendant Anthony Stevens solicited consumers and accepted money from  
27 consumers under the name A&D Auto for merchandise consumers never received.

28 20. For example, Defendant Anthony Stevens requested and accepted \$360.00 from

1 a consumer for services he never completed.

2 a. On January 12, 2015, Defendant Anthony Stevens told a consumer that he  
3 owned a shop at 2631 North Stone Avenue called A&D Auto and that he  
would paint the consumer's door to match the body of his truck.

4 b. Defendant Anthony Stevens accepted a deposit from the consumer in the  
5 amount of \$360.00 and told the consumer he would return in three hours  
with the painted door.

6 c. Defendant Anthony Stevens never returned, never completed the work on  
7 the consumer's truck door and never provided the consumer with a refund.

8 21. Defendant David Stevens solicited consumers and accepted money from  
9 consumers under the name A&D Auto for merchandise consumers never received.

10 22. For example, Defendant David Stevens requested and accepted \$118.00 from a  
11 consumer for merchandise he never provided to the consumer.

12 a. On November 29, 2014, Defendant David Stevens called a consumer and  
offered to sell him a 2014 Ford Fiesta factory wheel for \$43.00.

13 b. The consumer went to A&D Auto, but Defendant David Stevens did not  
14 have that specific wheel.

15 c. When the consumer agreed to purchase two used wheels for \$43.00 each,  
another A&D Auto employee showed the consumer a picture of new wheels  
16 and offered to sell the new wheels to him for \$59.00 each.

17 d. The consumer agreed to purchase the two new wheels, paid \$118.00 and  
received a receipt from A&D Auto.

18 e. On December 4, 2014, Defendant David Stevens told the consumer that the  
wheels arrived, but were the wrong color and would need to be reordered.

19 f. Between December 8, 2014, and January 15, 2015, the consumer called  
20 A&D Auto more than ten times, but did not receive his merchandise.

21 g. As of June 2, 2015, the consumer has not received his merchandise or a  
refund.

22 23. Defendant David Stevens accepted money from consumers for merchandise  
23 other than automobile services.

24 a. On December 15, 2014, Defendant David Stevens requested and accepted a  
25 \$500.00 down payment from a consumer for a carport roof.

26 b. This transaction took place at A&D Auto.

27 c. The consumer was promised that he would receive the carport roof several  
times.

28 d. As of June 2, 2015, the consumer had not received the carport roof or a  
refund.

1 DESERT PAVEING

2 24. Desert Paveing offered paving, sealcoating, chipping seal, rubberized crack  
3 filling, striping, power washing and oil treatment services for sale to consumers in Pima  
4 County, Arizona. Desert Paveing Advertisement, Exhibit B.

5 25. Desert Paveing's principal place of business was located at 3765 North  
6 Campbell Avenue, Tucson, Arizona 85719 in Pima County. *Id.*

7 26. Defendant Richard Stevens solicited consumers using the name "Desert  
8 Paveing."

9 27. Defendant David Stevens solicited consumers and requested payments from  
10 consumers for services using the name Desert Paveing.

11 28. Defendant Anthony Stevens requested payments and accepted money from  
12 consumers for services using the name Desert Paveing.

13 29. Desert Paveing operated both from and in Tucson, Arizona as early as October,  
14 2014.

15 30. Defendants Anthony Stevens and David Stevens did not complete the services  
16 for which they accepted payments from consumers to complete.

17 1. For example, Defendants Anthony Stevens and David Stevens requested and  
18 accepted payments totaling \$3,656.00 from a consumer for services they never completed.

19 a. On or about October 6, 2014, Defendant David Stevens offered to donate  
20 parking materials to a church located in Tucson, Arizona and told the church  
it would only have to pay for labor.

21 b. Defendant David Stevens requested a down payment of \$1,250.00.

22 c. Check number 1685, dated October 6, 2014, was made payable to and  
23 deposited and/or cashed by Defendant Anthony Stevens in the amount of  
\$1,250.00.

24 d. A short time later, Defendant David Stevens requested a payment of \$763.00  
to purchase glue.

25 e. Check number 1686, dated October 6, 2014, was made payable to and  
26 deposited and/or cashed by Defendant Anthony Stevens in the amount of  
\$763.00.

27 f. On or about October 7, 2014, Defendants David Stevens and Anthony  
28 Stevens began leveling the church's parking lot and then requested a  
payment of \$1,643.00 for fuel.

- 1 g. Check number 1687, dated October 7, 2014, was made payable to and  
2 deposited and/or cashed by Defendant Anthony Stevens in the amount of  
3 \$1,643.00.  
4 h. Defendants David Stevens and Anthony Stevens left the work site and never  
5 returned to complete the work.  
6 i. As of June 2, 2015, Defendants David Stevens and Anthony Stevens have  
7 not provided a refund to the consumer.

8 31. Using the name Desert Paveing, Defendant Anthony Stevens represented to a  
9 consumer that he was licensed by the Arizona Registrar of Contractors by writing the  
10 following on a proposal: "ROC #408138; 002-38 3811." See 10/6/14 Proposal, Exhibit C.

11 32. Neither Defendant Anthony Stevens nor Desert Paveing is or has been licensed  
12 by the Arizona Registrar of Contractors.

13 MARITAL COMMUNITY

14 33. If Defendants were married at the time the alleged actions occurred, Defendants  
15 actions benefited their marital communities, were intended to benefit their marital  
16 communities, and/or each spouse consented to or ratified the other spouse's conduct.

17 **VIOLATIONS OF THE CONSUMER FRAUD ACT**

18 **A. FIRST CLAIM FOR RELIEF**

19 1. The State re-alleges all preceding paragraphs as though fully set forth herein.

20 2. Defendants, in connection with the sale of merchandise, used or employed  
21 deception, deceptive or unfair acts or practices, fraud, false pretenses, false promises,  
22 misrepresentations or concealment, suppression or omission of material fact with the intent that  
23 others rely on such concealment and/or suppression or omission, in violation of A.R.S. § 44-  
24 1522(A).<sup>1</sup>

25 3. These acts include, but are not limited to, accepting money from consumers for  
26 merchandise that was never delivered to consumers and misrepresenting themselves as having a

27 <sup>1</sup> A violation of the Consumer Fraud Act means "[t]he act, use or employment by any person of any  
28 deception, deceptive or unfair act or practice, fraud, false pretense, false promise, misrepresentation, or  
concealment, suppression or omission of any material fact with intent that others rely on such  
concealment, suppression or omission, in connection with the sale or advertisement of any merchandise  
whether or not any person has in fact been misled, deceived or damaged thereby, is declared to be an  
unlawful practice." A.R.S. § 44-1522(A).

1 license issued by the Arizona Registrar of Contractors ("ROC").

2 4. Defendants have engaged in a pattern and practice of misrepresentations and  
3 deceptive conduct in the sale of merchandise to consumers.

4 **B. SECOND CLAIM FOR RELIEF**

5 1. The State re-alleges all preceding paragraphs as though fully set forth herein.

6 2. With regard to the foregoing violations, Defendants knew or should have known  
7 that the above acts and practices violated A.R.S. § 44-1522 and those violations were,  
8 therefore, willful within the meaning of A.R.S. § 44-1531(A).<sup>2</sup>

9 **PRAYER FOR RELIEF**

10 WHEREFORE, the State respectfully requests that the Court:

11 A. Prohibit Defendants from violating A.R.S. § 44-1522, as it is currently written or  
12 may be amended in the future.

13 B. Prohibit Defendants from owning or operating any business in, into, or from the  
14 State of Arizona, including automobile and paving services.

15 C. Permanently enjoin and restrain Defendants from engaging in the course of  
16 conduct alleged herein as a violation of A.R.S. § 44-1522. Such conduct includes, but is not  
17 limited to, accepting money from consumers for merchandise consumers never receive and  
18 misrepresenting themselves as having an ROC license.

19 D. Order Defendants to restore to all persons any money or property, real or  
20 personal, that was acquired by means of any practice alleged herein to be a violation of A.R.S.  
21 §§ 44-1521 through 44-1534, and such additional amounts as may be deemed proper by the  
22 Court pursuant to A.R.S. § 44-1528(A)(2) and/or A.R.S. § 44-1531.02.

23 E. Order Defendants to pay to the State of Arizona a civil penalty of up to ten  
24 thousand dollars (\$10,000.00) for each violation of the Consumer Fraud Act pursuant to A.R.S.  
25 § 44-1531.

26 F. Order Defendants to reimburse the Attorney General for the costs of  
27

28 <sup>2</sup> "[A] willful violation occurs when the party committing the violation knew or should have known that his conduct was of the nature prohibited by § 44-1522." A.R.S. § 44-1531(B).

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investigation and reasonable attorneys' fees pursuant to A.R.S. § 44-1534.

G. Order Defendants to pay to the State of Arizona any profits, gain, gross receipts or other benefit obtained by means of an unlawful practice pursuant to A.R.S. § 44-1528(A)(3).

H. Order such other and further relief as the Court deems proper.

DATED this 24<sup>th</sup> day of June, 2015.

Mark Brnovich, Attorney General

Taren M. Ellis Langford  
Taren M. Ellis Langford  
Assistant Attorney General  
Attorneys for Plaintiff



1 Original of the foregoing filed  
on June 24, 2015 with:

2 Pima County Superior Court  
3 110 W. Congress St.  
4 Tucson, AZ 85701-1348

5 Copy of the foregoing mailed on  
June 24, 2015 to:

6 A&D's Auto Care  
7 2631 N. Stone Avenue  
8 Tucson, AZ 85705

9 Richard Stevens  
3765 N. Campbell Avenue  
10 Tucson, AZ 85719

11 Anthony Stevens  
3765 N. Campbell Avenue  
12 Tucson, AZ 85719

13 David Stevens  
14 3765 N. Campbell Avenue  
15 Tucson, AZ 85719

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## EXHIBIT A

**A&D'S  
AUTO CARE  
AND COLLISIONS**

**520-461-3132**

[HOME](#)

[AUTO REPAIR](#)

[COLLISION REPAIR](#)

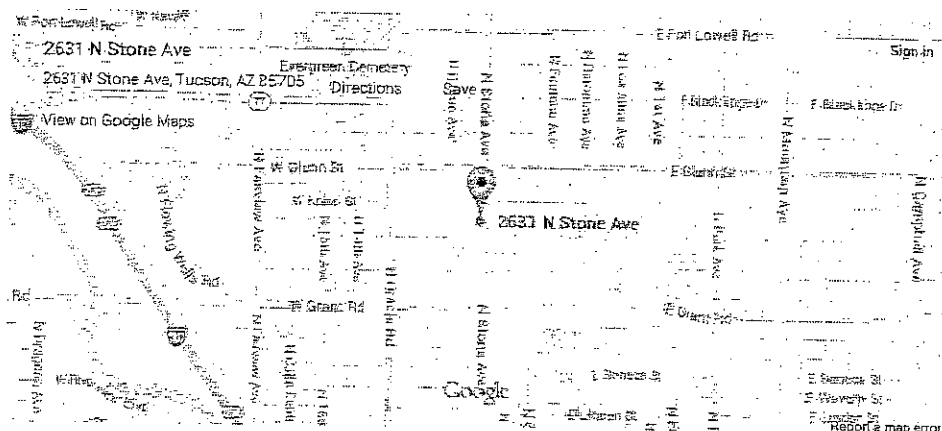
[AUTO DETAILING](#)

[CONTACT US](#)

**3-month warranty on  
parts and labor.**

**Call now for FREE  
towing service!**

**520-461-3132**



## Contact us today

Give us a call or fill out our form to  
schedule your FREE estimate!

### Contact:

Richard, Anthony, or David

### Address:

A&D's Auto Care And Collisions  
2631 N. Stone Ave.  
Tucson, AZ 85705

### Phone:

520-461-3132

### Email:

[andautocare@gmail.com](mailto:andautocare@gmail.com)

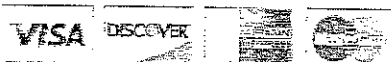
### Hours:

Mon - Sat 9:00am - 6:00pm

\* After hours emergency service available

### We accept:

Cash



Name

Phone

Email

Message


\* Required

[Submit](#)



## EXHIBIT B

# DESERT PAVEING



WE SPECIALIZE IN PAVEING  
SEALCOATING CHIPPING SEAL  
RUBBERIZED CRACK FILLING  
ADA STRIPING POWER WASHING  
OIL TREATMENTS STEAL GUARD  
SANSLURY

*FREE ESTIMATES  
ALL WORK GAURENTEED  
WE TAKE PRIDE IN ARE WORK*

30% OFF ON  
ALL  
REPAVING

**RICHARD STEVENS**

1800-448-3039

520-461-3173

3765 N CAMPBELL AVE  
TUCSON AZ 85719

## EXHIBIT C

# DESERT PAVING

1866-44813039

ROC # 408138  
062-383811

Proposal

PROPOSAL NO.

SHEET NO.

DATE

10-6-14

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME

ADDRESS

ADDRESS

DATE OF PLANS

PHONE NO.

ARCHITECT

Anthony

We hereby propose to furnish the materials and perform the labor necessary for the completion of

1. TO EXCAVATE FRONT AND SIDE PARKING LOT
  2. PATCH BACK ALL LOW SPOTS
  3. TO LEVAL PARKING LOT FOR PROPER DRAINAGE
  4. TO PAVE ENTIRE PARKING LOT FRONT AND SIDE USING 3/8 FINE HOT ASPHALT 2 1/2 inches ROWL DOWN TO 2 inches
  5. STRIPE ENTIRE PARKING LOT AND ALL ADA HANDYCAPS
  6. ALL WORK WILL BE COMPLETED IN 2 DAYS
- THIS JOB IS GUARANTEED FOR 5 YEARS

Petrolomat is used at cost of 763.00

\$1643.00 PAID

PAID

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \$4000 1250 DOWN BALANCE ON COMPLETION

OF WORK Dollars (\$4000) with payments to be made as follows.

All checks payable to Anthony Stevens

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Per

Note: this proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

## ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Signature

Date

10-6-14