

**IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA**

STATE OF GEORGIA *ex rel.*)
CHRISTOPHER M. CARR, Attorney)
General State of Georgia,)
)
Plaintiff,)
) **CIVIL ACTION**
vs.) **FILE NO. 2017CV296616**
) _____
ALARM PROTECTION GEORGIA, LLC,)
and ALDER HOLDINGS, LLC)
)
Defendants.)

**COMPLAINT FOR INJUNCTIVE RELIEF, CIVIL
PENALTIES, RESTITUTION AND OTHER RELIEF**

COMES NOW Plaintiff State of Georgia through Christopher M. Carr, Attorney General for the State of Georgia (“Attorney General”), and files this Complaint as follows:

SUMMARY OF THE CASE

1.

Alarm Protection Georgia, LLC, and Alder Holdings, LLC (“Defendants”) have been at all times relevant to this action engaged in the business of advertising, soliciting, offering, selling, and installing alarm systems, alarm system monitoring services, medical pendants, and other related services. Defendants have advertised and offered their goods and services via door-to-door sales at consumer residences throughout the state of Georgia.

2.

Door-to-door sales have historically involved high-pressure tactics, deception, and other systematic consumer abuse. Defendants intentionally train their sales representatives to engage in

these types of sales tactics. Sales representatives misrepresent who they are and the goods and services offered by Defendants to gain entry to a consumer's residence. Once inside, they engage in a variety of unfair and deceptive acts to cause consumers to enter into a contract with Defendants.

3.

The state of Georgia has enacted laws, and rules and regulations designed to provide consumer protections against these types of business practices including but not limited to a "Cooling-Off Rule" allowing consumers an unconditional three-day right to cancel these types of contracts. Pursuant to the Cooling-Off Rule, consumers must be given a completed copy of their contract at the time they execute the contract, along with two completed copies of a Notice of Cancellation form containing specific language regarding consumers' rights to cancel and the time frame for requesting cancellation. In order to prevent consumers from understanding or exercising their right to cancel, Defendants do not provide consumers with fully completed contracts and notice of cancellation forms containing the required language and information regarding cancellation.

4.

Defendants' sales representatives and customer service representatives inhibit, dissuade, and obstruct consumers from exercising their right to cancel. Defendants' agents engage in these practices because they have a substantial, personal financial incentive to prevent consumers from cancelling contracts.

5.

Defendants obtained at least 5,812 contracts from Georgia consumers from 2014 through 2016.

6.

Defendants target elderly and disabled consumers who are more susceptible to their unfair and deceptive sales tactics. Georgia consumers age 60 years and older make up less than 20% of the state's population. An astounding 60% of the 5,812 contracts were obtained from consumers ages 60 and older. Approximately 2% of the contracts were obtained from consumers ages 90 and older. Defendants' regional sales manager in Georgia from 2014 through 2016 was arrested and indicted on three counts of the offense of "exploitation and intimidation of elder person" in Laurens County, Georgia. After being put on notice of the conduct, Defendants continued to employ him.

7.

In further attempts to confuse consumers, Defendants use electronic documents to memorialize agreements with consumers; however, they fail to comply with the strict requirements of various applicable E-sign laws. Elderly consumers who are not particularly technology savvy and who do not use email, as well as elderly consumers who have physical limitations including poor sight and hearing, are impacted the most by Defendants' use of "fast talk" and electronic documents. Approximately 952 of the 5,812 Georgia contracts are memorialized by an electronic contract.

8.

Because of Defendants' deceptive and unfair practices, consumers have been and continue to be harmed, as detailed below, including being pursued for collection of unpaid contract obligations and making payments on contracts they have not been able to cancel and that may not be enforceable as a matter of law.

NATURE OF THE CASE

9.

This civil action is brought pursuant to the Georgia Fair Business Practices Act, O.C.G.A. §§ 10-1-390 through 10-1-407 (“FBPA”), seeking remedies available under O.C.G.A. § 10-1-397(b) including but not limited to injunctive relief, civil penalties, restitution to consumers, equitable relief, and reimbursement of the costs to bring this matter against Defendants.

10.

The purpose of the FBPA is to protect consumers and legitimate business enterprises from “unfair or deceptive practices in the conduct of any trade or commerce in part or wholly in the state.” O.C.G.A. § 10-1-391(a).

PARTIES

11.

Plaintiff Christopher M. Carr, Attorney General of the State of Georgia, under his authority to enforce the FBPA, is authorized to act in the public interest to protect consumers from unfair and deceptive practices. In his official capacity pursuant to O.C.G.A. § 10-1-397, the Attorney General commences this lawsuit against Defendants.

12.

Defendant Alder Holdings, LLC is registered with the Georgia Secretary of State’s Office as a foreign limited liability company, having its principal place of business at 450 N. 1500 W., Orem, UT 84078. Respondent Alder Holding, LLC’s registered agent for service of process is Corporation Service Company, 40 Technology Pkwy. South, #300, Norcross, Gwinnett County, Georgia 30092.

13.

Defendant Alarm Protection Georgia, LLC is registered with the Georgia Secretary of State's Office as a foreign limited liability company, having its principal place of business at 450 N. 1500 West, Orem, UT 84057. Respondent Alarm Protection Georgia, LLC's registered agent for service of process is Corporation Service Company, 40 Technology Pkwy. South, #300, Norcross, Gwinnett County, Georgia 30092.

JURISDICTION AND VENUE

14.

This Court has jurisdiction over this action and the parties pursuant to GA. CONST. Art. 6, § 4, ¶ 1, O.C.G.A. § 10-1-397(b)(2), O.C.G.A. § 15-6-8, and O.C.G.A. § 9-10-91.

15.

Venue for this action properly lies in this Court, pursuant to GA. CONST. Art. 6, § 2, ¶ 6, O.C.G.A. § 10-1-397(b)(2), O.C.G.A. § 9-10-93, and O.C.G.A. § 14-2-510.

16.

Defendants transacted business in the state of Georgia but did not maintain a principal place of business in Georgia. At all relevant times, Defendants have purposefully availed themselves of this forum.

DEFENDANTS' BUSINESS PRACTICES

TRAINING AND COMPENSATION OF SALES REPRESENTATIVES

17.

Defendants' sales representatives who work in Georgia are trained by the President of Sales who resides on a full-time basis in Utah and by Defendants' Georgia regional sales

manager, Skyler Newby, who resided in Georgia. Defendants created a 51 page written training manual that is used to train sales representatives.

18.

The entire training manual is designed to instruct sales representatives how to mislead and deceive consumers for the purpose of gaining entry into their homes so that sales representatives can then further pressure consumers into signing contracts.

19.

Sales representatives are instructed to utilize various “door approaches” depending on the “demographic” that include misrepresentations such as “I’m with Alder and I’m licensed in this state (clearly show the person your badge and license). I am in charge of all the crime prevention for Alder in your area”. This is the “crime prevention approach”.

20.

Sales representatives are instructed to create a false sense of urgency by implying that they are offering limited time, special incentives if consumers sign up immediately. For example, the sales manual instructs “If done right, you make it sound like you are really stretching things to make sure you can still get them the promotion. When explaining that technicians are in the area doing the installs, cut yourself off and say, “Well.....let me see if we even have any openings in the route, or any systems left in this area to give away”. In fact, there are no special promotions and representatives install immediately to ensure the sale.

21.

Sales representatives earn a monthly residual income equal to 40% to 50% of every payment made by a consumer to Defendants. If a consumer cancels a contract within in the Cooling-Off period, the sales representative will not earn any compensation. Sales

representatives often boast on social media about the amount of income they will earn for each sale. For example, in response to comments on an Instagram post from June 2014, an Alder sales representative explained how the residual income worked. He stated: "I partnered in with a home security company two years ago. I am 40% partner. Every sale I make is a \$20/month asset locked in for a five year contract. I'm already at 180 this year! Big boy money bro, whether I work or not, money in the bank!!" The sales representative posted again in September 2015 about residual income along with a photo collage of consumers and stated: "In a recent poll, the average alarm user keeps their service for 8 years. That's how long I'll be making money off of every one in my pictures..."

DOOR-TO-DOOR SALES

22.

Defendants blatantly ignore state laws and local ordinances and do whatever they want and whatever is necessary to deceive and strong-arm consumers into signing contracts that will produce a stream of revenue related to each contract for a period of five (5) years or longer.

23.

Consistent with the training they receive, Defendants' sale representatives have engaged in deceptive acts and practices and made misrepresentations to consumers for the purpose of gaining access to the inside of consumers' homes including but not limited to:

- (a) representing that they are from a consumer's existing monitoring service provider or that they are with a partnered contractor of their existing monitoring service provider;
- (b) representing that the consumer's existing monitoring company is no longer in business or that Alder was taking over for his/her current provider;

- (c) representing that a consumer is eligible for an “upgrade” from his/her existing service provider;
- (d) representing that a consumer is eligible for free security equipment and/or free monitoring service; and
- (e) representing that the level of criminal activity in the consumer’s neighborhood had increased and that the sales representative has been referred by law enforcement officers who live in the consumer’s neighborhood and/or that police officers living in the area had recently purchased the same alarm system from Alder.

24.

Defendants make additional representations and promises to consumers that are false and inconsistent with the written terms of the agreement for the purpose of causing confusion including but not limited to:

- (a) telling consumers that they are obligated to cancel their existing monitoring service so that consumers do not get double billed while at the same time offering to cancel existing service on behalf of consumers without to intent to do so; and
- (b) telling consumers that they may cancel their monitoring service agreement during a time period that is longer than the period prescribed by the Cooling-Off Rule.

25.

Defendants do everything they can to imply or create the impression that consumers are bound by contracts prior to the expiration of the Cooling-Off period and/or obstruct or dissuade consumers from canceling contracts, by engaging in acts or practices including but not limited to:

- (a) installing equipment during sales presentations, immediately after the close of the sale, and/or before the Cooling-Off period expires;
- (b) contacting consumers' existing service providers to cancel existing service prior to consumers executing contracts, immediately after the close of the sale, and/or before the Cooling-Off period expires;
- (c) making oral and/or written representations to consumers that they have cancellation deadlines / requirements that differ from the terms of the contract;
- (d) instructing customer service representatives to attempt to "save" consumers from cancelling within the Cooling-Off period and offering financial incentives to customer service representatives for each "save".

TARGETING OF ELDERLY CONSUMERS

26.

Defendants target elderly and disabled consumers who are often easily confused, unlikely to register complaints due to embarrassment, easily intimidated and thus more susceptible to the lies and strong-arm tactics of sales representatives.

27.

Elderly consumers have often signed agreements despite not wanting the goods and services offered just to get sales representatives out of their home.

28.

Many of the elderly consumers that have been affected suffer from physical and mental impairments that should have been readily apparent to sales representatives and customer service representatives.

29.

Elderly consumers are often unaware that they have been misled and deceived until well after the Cooling-Off period has expired.

30.

Defendants' targeting of elderly and disabled consumers is best evidenced by the conduct of Defendants' regional sales manager for Georgia, who was arrested on or about August 8, 2015 and subsequently indicted on February 27, 2017 on three counts of exploitation and intimidation of an elder person, in Laurens County, Georgia. The indictment states that the representative knowingly and willfully exploited elder persons (65 years old or older) by illegally and improperly using the victim's resources to his own profit and advantage through undue influence, coercion, harassment, duress, deception, false representation, false pretense, and other similar means, with regards to matters pertaining to the victims' home security and related security services.

31.

One of the representative's victims, a 91 year old widow residing in Laurens County, told him that she did not want a new alarm system and that she did not like how things had turned out. When she asked why he had even come to her house he replied that he had seen her disabled sticker and thought he could help her, although he was fully aware that she already had security monitoring service through another provider. This 91 year old victim was eventually coerced into signing a five-year contract with Defendants.

32.

Defendants had received complaints from elderly consumers and their family members complaining of abusive tactics by this sales manager prior to his arrest and Defendants continued

to receive complaints into the year 2016. Notwithstanding these complaints, Defendants continued to employ the representative as a sales manager.

33.

Other sales representatives working in Georgia have also taken advantage of elderly Georgia consumers, and have joked about their conduct on social media. For example, in 2014, two Alder sales representatives posted photos of elderly consumers in public posts on Instagram and made comments regarding their mental capacity. One sales representative commented that it “took forever to qualify, she couldn’t remember her own birthday. On top of that she insisted that I was her son the whole time, weird right? haha totally jk [sic]”.

FAILURE TO COMPLY WITH COOLING-OFF RULES

34.

Defendants must comply with the provisions of the Federal Trade Commission Rule that establishes a cooling-off period for sales made at homes as set forth in 16 C.F.R. § 429.1 (“Cooling-Off Rule”). The Cooling-Off Rule has been adopted by the Attorney General of the State of Georgia and applies to businesses conducting door-to-door sales of consumer goods and services in the state of Georgia. *See Ga. Comp. R. & Regs. r. 60-2-3-.01. (See also former Ga. Comp. R. & Regs. r. 122-03-.01).*

35.

The Cooling-Off Rule was enacted to counteract the abuses that are persistent in door-to-door sales. The Cooling-Off Rule generally allows consumers a unilateral and unconditional right to cancel for any reason, a contract that was solicited via a door-to-door sale.

36.

Pursuant to the Cooling-Off Rule, Defendants must furnish consumers with a fully completed copy of the contract at the time the contract is executed. Contracts must include:

- (a) the date of the transaction;
- (b) the name and address of the seller;
- (c) in immediate proximity to the space reserved in the contract for signature of the buyer or on the front page of the contract in bold face type of a minimum size of 10 points, a statement in substantially the following form: “You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.”

See § 429.1(a). Defendants often failed to furnish consumers with fully completed copies of contracts including the foregoing information, at the time the contract was executed.

37.

Many of Defendants’ contracts do not contain the statement “[y]ou, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of the transaction” in immediate proximity to the space on the contracts where consumers sign.

38.

Pursuant to the Cooling-Off Rule, Defendants could select the method of providing consumers with the Notice of Cancellation form but at a minimum the method selected must enable consumers to retain a complete copy of the contract in the event they cancelled the contract. See § 429.1(a). Defendants failed to use a method of furnishing consumers with copies of electronic contracts enabling consumers to retain copies of the contract.

Pursuant to the Cooling-Off Rule, Defendants were required to furnish the buyer, at the time the buyer signed the contract, a completed form in duplicate, captioned either "NOTICE OF RIGHT TO CANCEL" OR "NOTICE OF CANCELLATION," containing in ten point bold face type the following mandatory language:

Notice of Cancellation

[enter date of transaction]

You may CANCEL this transaction, without any Penalty or Obligation, with THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Notice of Cancellation or any other written notice, or send a telegram, to [Name of Seller], at [address of seller's place of business] NOT LATER THAN MIDNIGHT OF [date].

I HEREBY CANCEL THIS TRANSACTION.

See § 429.1(b).

40.

Defendants' Notice of Cancellation form instead states:

"IF THIS AGREEMENT WAS SOLICITED AT YOUR RESIDENCE AND YOU DO NOT WANT THE GOODS OR SERVICES, YOU MUST CANCEL THIS AGREEMENT BY MAILING A NOTICE TO THE SELLER BY CERTIFIED MAIL OR STATUTORY OVERNIGHT DELIVERY, RETURN RECEIPT REQUESTED, WHICH SHALL BE POSTED NOT LATER THAN 12:00 MIDNIGHT ON THE THIRD BUSINESS DAY FOLLOWING EXECUTION OF THE AGREEMENT."

and

"IF YOU CANCEL, THE SELLER HAS THE RIGHT TO CHARGE TO THE BUYER, NO MORE THAN \$25.00 AS LIQUIDATED DAMAGES AND IS ENTITLED TO AN ADDITIONAL \$5.00 FOR THE COST OF PICKING UP THE MERCHANDISE."

Defendants violated the provisions of the Cooling-Off Rule because their Notice of Cancellation form did not include the mandatory language.

41.

Pursuant to the Cooling-Off Rule, Defendants are prohibited from misrepresenting in any manner a buyer's right to cancel. See § 429.1(f). Defendants violated the Cooling-Off Rule because they represented to consumers that Defendants had a right to charge consumers liquidated damages and a fee as a consequence of cancellation by a consumer.

42.

Defendants were required, prior to furnishing copies of the "Notice of Cancellation" to consumers, to complete both copies of the Notice of Cancellation by entering the name of the seller, the date of the transaction, and the date, not earlier than the third business day following the date of the transaction, by which consumers could give notice of cancellation. See § 429.1(c). Defendants often failed to furnish completed copies of Notices of Cancellation to consumers.

43.

Defendants failed to furnish consumers with completed Notice of Cancellation forms in duplicate when they utilized their electronic contract process, as more fully explained below.

44.

Defendants do not seek and/or obtain the consent of consumers to provide consumers with Notice of Cancellation forms in an electronic format.

45.

In addition to providing two copies of the written Notice of Cancellation, Defendants were required to inform consumers orally, at the time consumers signed contracts, of consumers' right to cancel. See § 429.1(d). Defendants often failed to orally inform consumers of their right to cancel contracts.

USE OF ELECTRONIC CONTRACTS

46.

Beginning in 2016, Defendants added a new dimension to their deceptive sales tactics and began memorializing contracts in an electronic format.

47.

Defendants do not give consumers a choice to sign either a paper contract or an electronic contract.

48.

Consumers often do not have email addresses where they are able to receive documents from Defendants, do not have electronic devices or computers through which they are able to receive and/or view electronic documents, and/or do not have printers that they can use to print electronic documents.

49.

Consumers are not required and/or permitted to scroll through each page of the electronic contract before consenting to executing the contract.

50.

Consumers are not required to affirmatively consent to material terms and conditions of contracts prior to signing electronic contracts, including but not limited to automatic renewal provisions.

51.

When asked to sign an electronic contract, consumers are frequently handed the electronic device with only a signature page appearing. Some consumers have no recollection of signing electronic contracts.

52.

Defendants' acts and practices involving the electronic contract process inhibit and/or prevent consumers from having actual knowledge of and/or consenting the terms and conditions of contracts prior to the deadline for cancelling contracts.

53.

Defendants' acts and practices involving the electronic contract process inhibit and/or prevent consumers from having actual knowledge of their cancellation rights and/or the ability to send Defendants a cancellation notice.

INADEQUATE DISCLOSURE OF AUTOMATIC RENEWAL PROVISIONS

54.

Georgia law requires businesses that sell or offer to sell any service to a consumer pursuant to a service contract that has an automatic renewal provision to disclose the automatic

renewal provision clearly and conspicuously in the contract or contract offer. See O.C.G.A. § 13-12-2. Automatic renewal provisions that are not clearly and conspicuously disclosed are void and unenforceable. See O.C.G.A. § 13-12-5.

55.

Defendants' contracts include a provision that automatically renews the monitoring service agreement for successive five year periods unless the consumer affirmatively instructs Defendants not to renew the contract. The automatic renewal provisions are hidden within the contract and are not clearly and conspicuously disclosed.

56.

Consumers are not required to give any form of acknowledgement that Defendants' contracts contains an automatic renewal provision or affirmative consent to the automatic renewal provision.

VIOLATIONS OF THE FAIR BUSINESS PRACTICES ACT

57.

Plaintiff incorporates and re-alleges the preceding paragraphs above as if fully set forth hereinafter.

58.

Georgia Code Section 393(a) of the FBPA, O.C.G.A. § 10-1-393(a), prohibits “[u]nfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce.”

59.

Defendants have engaged in consumer transactions, acts, or practices in the conduct of trade or commerce within the State of Georgia as defined in O.C.G.A. §§ 10-1-392(a)(7), (10), and (28).

60.

Defendants have engaged in numerous unfair and deceptive acts or practices, as described above.

61.

Georgia Code Section 10-1-397(b)(2) authorizes this Court to grant such relief as the Court finds necessary to redress injury to consumers resulting from Defendants' violations of the FBPA, including but not limited to a temporary or permanent injunction, monetary relief by way of civil penalties up to a maximum of \$5,000.00 per violation of the FBPA, civil penalties up to a maximum of \$10,000.00 per violation of the FBPA against the elderly, restitution to persons adversely affected by Defendants' actions complained of herein, and other relief as the Court deems just and equitable.

COUNT I.

UNFAIR AND DECEPTIVE PRACTICES REGARDING DOOR-TO-DOOR SALES

62.

Defendants train and instruct sales representatives to engage in high pressure sales tactics and to make false and deceptive representations for the purpose of gaining entry to consumers' homes and to induce consumers to execute five-year contracts, containing terms and conditions that are not explained and/or clearly and conspicuously disclosed.

63.

Sales representatives have in fact performed as instructed and consumers have been adversely affected by the acts of Defendants, as set forth above.

64.

Sales representatives and customer service representatives have engaged in acts to inhibit or dissuade consumers from cancelling contracts as instructed and encouraged by Defendants.

65.

Defendants have used an electronic contract process that further enables their practices of inhibiting and/or preventing consumers from consenting to material terms and conditions of contracts and from cancelling contracts.

66.

Defendants have engaged in systematic unfair or deceptive sales acts and practices that violate the provisions of O.C.G.A. § 10-1-393(a) which declares unfair or deceptive acts or practices in the conduct of consumer transactions as unlawful.

67.

Defendants' misrepresentations violate the provisions of O.C.G.A. § 10-1-393(b)(2) which declares the causing actual confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods and services as unlawful; the provisions of O.C.G.A. § 10-1-393(b)(3) which declares the causing actual confusion or actual misunderstanding as to affiliation, connection, or association with or certification by another as unlawful; and the provisions of O.C.G.A. § 10-1-393(b)(5) which declares representations that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do

not have or that a person has a sponsorship, approval, status, affiliation, or connection that he or she does not have as unlawful.

COUNT II.

UNFAIR AND DECEPTIVE PRACTICES VIOLATING COOLING-OFF RULES

68.

Defendants have failed to comply with the Cooling-Off Rule as follows:

- (a) Defendants failed to furnish consumers with fully completed copies of contract at the time of the contract was executed showing the date of the transaction and the name and address of the seller at the time the time the contract was executed;
- (b) Defendants failed to include required language on the contract regarding consumers' rights to cancel that was in close proximity to the signature line for consumers;
- (c) Defendants failed to furnish consumers with copies of contracts in electronic form using a method enabling consumers to retain copies of the electronic contract;
- (d) Defendants failed to include the mandatory language in Notices of Cancellation;
- (e) Defendants failed, before furnishing copies of its Notice of Cancellation to consumers, to complete two copies of the Notice of Cancellation by entering the date of the transaction and the date not earlier than the third business day following the date of the transaction by which the consumer was to give notice of cancellation;

- (f) Defendants failed to furnish consumers with completed Notice of Cancellation forms in duplicate;
- (g) Defendants failed to inform consumers orally, at the time consumers executed contracts, of consumers' right to cancel; and
- (h) Defendants misrepresented consumers' rights to cancel under the Cooling-Off Rule.

69.

Defendants' failure to comply with the Cooling-Off Rule violates the provisions of O.C.G.A. § 10-1-393(a) which declares unfair or deceptive acts or practices in the conduct of consumer transactions as unlawful.

COUNT III.

UNFAIR AND DECEPTIVE PRACTICES TARGETING ELDERLY CONSUMERS

70.

Defendants have committed unfair or deceptive acts and practices as set forth above against thousands of Georgia consumers ages 60 and older in violation of O.C.G.A. § 10-1-393(a), O.C.G.A. § 10-1-393(b)(2), O.C.G.A. § 10-1-393(b)(3), and O.C.G.A. § 10-1-393(b)(5).

71.

Defendants have intentionally targeted thousands of elderly and disabled consumers in violation of O.C.G.A. § 10-3-393.5(b).

Plaintiff asserts that the Court should assess additional civil penalties against Defendants with respect to violations of the FBPA in accordance with the provisions of O.C.G.A. § 10-1-393.5(d) and O.C.G.A. § 10-1-851.

PRAYER FOR RELIEF

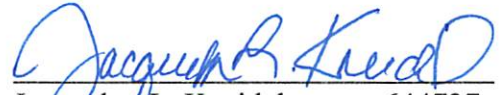
WHEREFORE, Plaintiff prays that this Court enter an Order:

- (a) Permanently enjoining Defendants from engaging in the unfair acts or practices as alleged in Counts I. through IV. above;
- (b) Permanently enjoining Defendants from violating the Fair Business Practices Act;
- (c) Requiring Defendants to provide restitution and other equitable relief to consumers who were adversely affected by the act and practices of Defendants that violated the Fair Business Practices Act;
- (d) Assessing a civil penalty against the Defendants in the amount of \$5,000.00 per violation of the Fair Business Practices Act;
- (e) Assessing a civil penalty against the Defendants in the amount of \$10,000.00 per violation of the Fair Business Practices Act against elderly consumers;
- (f) Assessing attorney's fees and costs against the Defendants; and
- (g) Granting such other and further relief as the Court deems just and appropriate.

This 16th day of October, 2017.

CHRISTOPHER M. CARR
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