

**IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS
CIVIL DIVISION**

**STATE OF ARKANSAS, *ex rel.*
TIM GRIFFIN, ATTORNEY GENERAL**

PLAINTIFF

v. CASE NO. _____

**SUN VALLEY RENEWABLES, LLC; SVR
LLC; SV HOLDINGS, LLC; STEPHEN
WALKER, IN HIS PERSONAL CAPACITY;
and JOSHUAH WALKER, IN HIS
PERSONAL CAPACITY**

DEFENDANTS

COMPLAINT

The State of Arkansas, *ex rel.* Tim Griffin, Attorney General (“the State”), for its Complaint against Sun Valley Renewables, LLC (“Defendant Company”); SVR LLC (Defendant SVR); SV Holdings, LLC (Defendant SV); Stephen Walker (Defendant S. Walker); and Joshua Walker (“Defendant J. Walker”) (jointly, “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.* and the Home Solicitation Sales Act, Ark. Code Ann. § 4-89-101 *et seq.*

2. At all times relevant to this complaint, Sun Valley Renewables, LLC; SVR LLC; SV Holdings, LLC; and the Walkers operated a business in Arkansas that offered to sell and install solar panels and solar energy systems on consumers' homes. Defendants engaged in door-to-door sales and advertised and represented to potential buyers that they could and would install

electricity-generating solar panels capable of connecting to the electric grid for net metering. Defendants offered applications for loans from preselected lenders specializing in the solar industry to those customers who could not or did not wish to pay out of pocket or through a personally selected lender. However, after accepting consumers' money for the construction of the solar panel systems, Defendants failed to perform their contracted services or provide the purchased goods.

3. When consumers filed complaints, Defendants either ignored them, failed to provide solutions, or gave the consumers a small amount of money in an apparent attempt to pacify the consumer, after which Defendants stopped responding to communications.

4. Defendants also repeatedly failed to properly address complaints filed with the Attorney General and the Better Business Bureau.

5. The complaints against Defendants filed with the Attorney General total approximately \$1.1 million as of the date of filing. Based on the number of complaints and the increasing frequency with which they are being filed with the Attorney General, the State expects significantly more consumers who have been harmed by Defendants to come forward.

6. Defendants' unfair, deceptive, and unconscionable business practices have cost Arkansas consumers millions of dollars. Their failures to meet contractual obligations generally fall into five categories:

- a. Failure to properly execute loan documents such that customers ended up making monthly payments on two loans for the same amount to two different lenders;
- b. Failure to deliver purchased items such as solar panels, generators, and the

equipment and implements listed as “Energy Efficiency Upgrades”¹ after customers executed required loan documents;

- c. Failure to properly install the solar panel system and arrange for its connection to the electric grid, either because the company failed to coordinate with the appropriate electric service provider or meet its requirements, or because said the homeowner’s system as built failed the necessary inspection(s) and test(s) for connection;
 - d. Failure to complete construction of the contracted-for solar panel facility, as well as failure to perform pre-construction services such as tree removal and payment of application fees; and
 - e. Failure to honor the ten (10) year warranty on Defendants’ workmanship promised in the Residential Solar System Installation Agreements (“Agreements”)² and the thirty (30) year warranty on all equipment.³
7. The State seeks an injunction, restitution for affected consumers, an order imposing civil penalties, a declaratory judgment, and all just and proper relief to which it may be entitled.

II. PARTIES

8. Plaintiff is the State of Arkansas, *ex rel.* Tim Griffin, Attorney General. Pursuant

¹ Exhibit A, “Residential Solar System Agreement 1,” at 15: installing or upgrading attic insulation; installing LED bulbs throughout home; installing a Google Nest thermostat; applying a thermal blanket to the water heater; and caulking, sealing, and/or weatherstripping all windows, doors, and “exterior penetration.”

² Exh. A at 7; Exhibit B, “Residential Solar System Installation Agreement 2” at 7.

³ Sun Valley Renewables, LLC, “Our Service Guarantee,” <https://svrsolar.com/our-service-guarantee/> (last visited March 1, 2023).

to Ark. Code Ann. §§ 4-88-104 and 4-88-113, the State may seek civil enforcement of the ADTPA. The Attorney General's Consumer Protection Division shall represent and protect the state, its subdivisions, the legitimate business community, and the general public as consumers. Ark. Code Ann. § 4-88-105(c).

9. Defendant Company Sun Valley Renewables, LLC is a Wyoming limited liability company registered as a foreign limited liability company with the Arkansas Secretary of State. Defendant Company's registered Arkansas agent is Stephen Walker (Defendant S. Walker), whose address is listed with the Secretary of State as 1985 Cambridge Village Drive, Conway, Arkansas. Defendant S. Walker is a managing member of Defendant Company.

10. Defendant Company SVR, LLC is a limited liability company registered with the Arkansas Secretary of State. Defendant Company's registered Arkansas agent is Stephen Walker (Defendant S. Walker), whose address is listed with the Secretary of State as 1985 Cambridge Village Drive, Conway, Arkansas. Defendant S. Walker is a managing member of Defendant Company.

11. Defendant Company SV Holding LLC is not registered with the Arkansas Secretary of State. Its state of registration is unknown.

12. Defendant Stephen Walker, an officer or director of Sun Valley Renewables, is a resident of Arkansas whose address is 1985 Cambridge Village Drive, Conway, Arkansas. At all times relevant to this Complaint Defendant S. Walker was a partner, officer, or director of Defendant Company who directly or indirectly controlled Defendant Company and its employees or he facilitated, assisted, acted as an intermediary, or aided Defendant Company in violation of the Arkansas Deceptive Trade Practices Act. Ark. Code Ann. § 4-88-113(d)(1).

13. Defendant Joshua Walker, an officer or director of Sun Valley Renewables, LLC,

is a resident of Arkansas whose address is 1979 Cambridge Village Drive, Conway, Arkansas. At all times relevant to this Complaint Defendant J. Walker was a partner, officer, or director of Defendant Company who directly or indirectly controlled Defendant Company and its employees or he facilitated, assisted, acted as an intermediary, or aided Defendant Company in violation of the Arkansas Deceptive Trade Practices Act. Ark. Code Ann. § 4-88-113(d)(1).

III. JURISDICTION

14. This Court has jurisdiction over this matter and the common law of the State of Arkansas. Ark. Code Ann. § 4-88-104

15. Defendant Company is a solar panel sales and installation company that has transacted business in the State of Arkansas within the applicable statute of limitations. This Court has personal jurisdiction over Defendants pursuant to Ark. Code Ann. § 16-4-101. Defendants have availed themselves of the benefit of transacting business in Arkansas by marketing, offering for sale, installing, repairing, and servicing solar panel energy systems within the state.

16. 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

17. The purchase of a solar panel installation is a significant financial undertaking for a homeowner, costing thousands of dollars.

18. Defendants marketed and sold their solar panel systems as capable of reducing consumers' electric bills by the entire amount of the consumers' consumption so that each buyer of Defendants' systems would receive electric bills only for the meter fee. Sales representatives used a script instructing them to tell customers that the system would "knock out 100% of your

consumption. If it doesn't, we will come back and add more panels for free until it does.”⁴

19. Since at least February 5, 2016, the date of Defendant Company's change of name from “Triton Exports, LLC” to “Sun Valley Renewables, LLC” in Wyoming, Defendant J. Walker has owned and operated a business that purportedly specializes in selling and installing solar panels and related necessary fixtures constituting a solar panel system to generate solar electricity for net metering. The business also claims that the solar power generating facility will be completed in a “good and workmanlike manner”⁵ prior to its interconnection with the grid.

20. Defendants' Agreements required that customers contract with an entity called “SVR LLC DBA Sun Valley Renewables, Contractor.”⁶ SVR, LLC is registered to do business in Arkansas and has an address of 16 Hart Lane, Conway, Arkansas. Defendant S. Walker is listed as the registered agent and Defendant J. Walker is listed as a manager. Upon information and belief customers were told that they were doing business with “Sun Valley Renewables,” not “SVR LLC,” an unknown business entity.

21. According to reports from Arkansas consumers, Defendant Company conducted door-to-door sales and contracted with homeowners to construct solar panel installations ready to be connected to the buyers' electrical service providers' facilities.

22. To finance the purchase and installation of the solar panels from Defendants, consumers could provide their own financing or contract with a finance company offered by Defendants. Once Defendants accepted the proceeds of the loans, consumers were obligated to pay the loans that financed the solar panel installation regardless of whether the system was

⁴ Exhibit C, “Sales Script” at 1.

⁵ Exh. A at 2.

⁶ Exh. A at 1.

delivered, installed, complete or capable of operating.

23. Throughout 2022 and into 2023, the Arkansas Attorney General’s Office, the Better Business Bureau, and electric service providers received complaints against Defendants from Arkansas residents. The Office has received approximately thirty-three (33) complaints as of the date of filing.

24. As of January 25, 2023, the Better Business Bureau had received nineteen (19) valid similar complaints about Defendants and their business practices from Arkansas consumers. Eleven (11) of these were from unique consumers; eight (8) were from Defendants’ customers who also lodged complaints with the Attorney General.

25. Consumers alleged that Defendant Company represented that it would sell and install a solar panel system that could be connected to the buyers’ electric service providers’ networks. These representations induced consumers to execute contracts with Defendant Company and with its preselected lenders.

26. Consumers were required to sign an Agreement outlining a payment schedule over which they had no control. The payment plan was described as follows:

Lender will pay Contractor according to the schedule below: [...]10% of the Bank Financed Amount [...] due upon the date that the engineering and design and the application of the Solar System’s permit [...] are all commenced, 30% [...] on the date that the equipment is ordered and the Invoice is finalized between Defendants and their suppliers, and the remaining 60% “of the Bank Financed Amount [...] due upon substantial completion” of the system.⁷

However, none of the Lenders were signatories to the Agreements and the “Schedule of Bank

⁷ Exh. A at 3.

Financed Progress Payments” was out of customers’ control.

27. Consumers also alleged that Defendants promised them either federal tax incentives or rebates for the installations. Later, many consumers learned that they did not qualify for the incentives because they paid no taxes and that no federal rebate program applied to the purchase. Defendants’ disclaimer to the contrary in the Agreement, that “SVR does not give tax advice”⁸ is at odds with customers’ statements, as well as with the text immediately following in the same paragraph of the Agreement. In fact, Defendants explicitly encourage customers to avail themselves of the “valuable Federal Solar Tax Credit [...], currently 26% of your system price,” for which the company offered a copy of the applicable “Federal tax form (the 5695 form) to make filing easy.”⁹

28. Sales representatives’ script also advised that they verbal state to customers that:
The federal government is doing a 30% investment tax credit for anyone who installs a system this year. That means they are going to pay for 30% of your system cost in tax credits. Any money you get back, you receive when you file your taxes. You are entitled to \$_____. That money goes directly to you, and you can do whatever you want with it, but if you choose to apply it to your system, it will lower your cost to \$_____.¹⁰

29. A note to salespersons instructed them to relay the company’s plans to commit tax fraud in case a customer did not qualify for a tax credit:

*****Side Note: If the customer does not qualify to get the tax credit, we can get it for them. We will add SV Holding LLC as one of the purchasers and will send

⁸ *Ibid.* at 9.

⁹ *Ibid* at 10.

¹⁰ Exh. C at 1.

them a check for the credit amount at the end of the year when we file our taxes!¹¹

(Asterisks in original.) This scheme is illegal. SV Holding, further, is not registered to do business in Arkansas.

30. Some consumers who filed complaints were over 60 years old at the time they contracted with Defendants and some consumers had a disability as defined by Ark. Code Ann. § 4-88-201.

31. Defendants tricked consumers into entering multiple loans worth millions of dollars. Defendants did not pay off an initial lender and left consumers paying two loans, each for the entire cost of the inoperable or insufficient systems and undelivered materials.

32. Defendants frequently failed to deliver items necessary for the operation of the solar panel installation, including the panels themselves, generators, batteries, and the equipment and implements described as “Energy Efficiency Upgrades.”

33. Defendants failed repeatedly to install the purchased solar panel systems and arrange for their connection to the electric grid, either because Defendants failed to coordinate with the appropriate electric service provider or meet its requirements, or because the installed system failed the necessary inspection(s) and test(s) for connection.

34. Defendants failed to complete the construction of dozens of purchased solar panel installations, as well as failing to perform even pre-construction services such as tree removal or trimming and payment of application fees.

35. Defendants have failed to honor the warranties on their workmanship and equipment.

36. Defendants knew that their conduct, specifically the failure to install electricity-

¹¹ Exh. C at 2.

generating solar panel systems that would be connected to the grid and provide electricity to the homeowners who bought its systems, would harm consumers.

37. Defendant Company's Sales Agreement defines "Substantially Completed" as follows: "[T]he work will be '*Substantially Completed*' when all construction work is completed so the solar system can be beneficially used for its intended purpose."¹² (Emphasis in original.) Further, Defendant Company contracted to obtain all necessary permits: the Agreement states that "Contractor will obtain and pay for all required building permits for the work," with the consumer reimbursing Defendant Company for permit costs over \$500.¹³

38. Defendant Company repeatedly failed to obtain all necessary permits.

39. In all cases, the consumers would not have contracted with Defendants had they known of their pattern of failing to complete the installation of its solar energy system and abandoning its contractual obligations to customers while leaving consumers with the responsibility for a loan upon which payments are now becoming due and no solar panel system.

40. Upon information and belief, other persons who have not yet lodged complaints with the Arkansas Attorney General may have been victims of the Defendants' activities described herein, and additional violations, which are not presently known to the State, may be discovered and added to this Complaint.

V. VIOLATIONS OF LAW

41. The ADTPA sets forth the State's statutory program prohibiting deceptive and unconscionable trade practices. Ark. Code Ann. §§ 4-88-101, *et seq.*

42. At all times relevant herein, Defendants were "persons" who engaged in the

¹² Exh. A at 3.

¹³ *Ibid.*, at 5.

practices alleged herein which constitute the sale of “goods,” including but not limited to solar panels and hardware required for their installation, or “services,” including installation and all other services listed in the Sales Agreement. Ark. Code Ann. § 4-88-102(4), (5). (7).

43. At all times relevant herein, Defendants sold “goods” for use primarily for personal, family, or household purposes, that are to be so affixed to real property as to become a part of such real property. Ark. Code Ann. § 4-89-102(2)(I).

44. Defendants’ marketing and sale of solar panels and solar energy system installation services constitute business, commerce, or trade in Arkansas.

45. Defendants are “sellers” engaged in the door-to-door sale of consumer goods or services. Ark. Code Ann. § 4-89-101(5).

46. Defendants offered for sale and provided “services” primarily for personal, family, or household purposes. Ark. Code Ann. § 4-8-101(6).

COUNT I

47. The ADTPA prohibits a person from “knowingly mak[ing] a false representation as to the characteristics . . . uses, benefits, alterations, source . . . approval, or certification of goods or services [....].” Ark. Code Ann. § 4-88-107(a)(1).

48. Defendants violated the ADTPA when they knowingly misrepresented:
- a. That they would install functional and complete solar energy systems; or
 - b. That they would arrange for all necessary permits for interconnection with each homeowner’s electric service provider; or
 - c. That Defendant Company’s systems, as installed, would allow the customers to have said systems interconnected to the grid through cooperation with their respective electric service providers such that customers would receive the benefits

of net metering.

COUNT II

49. It is an unlawful, deceptive, and unconscionable trade practice to advertise goods or services with the intent not to sell them as advertised. Ark. Code Ann. § 4-8-107(a)(3).

50. Defendants advertised their goods and services to consumers with the intent not to provide and install a functioning solar energy system as advertised, but to collect the proceeds of the loans financed by consumers.

COUNT III

51. It is an unlawful, deceptive, and unconscionable trade practice to knowingly take advantage of a consumer who is reasonably unable to protect his or her interest because of physical infirmity, ignorance, illiteracy, inability to understand the language of the contract, or similar factor. Ark. Code Ann. § 4-88-107(a)(8).

52. Defendants knowingly took advantage of consumers by not providing Spanish-speaking consumers with contracts in Spanish.

53. Defendants knowingly took advantage of consumers by using electronic contracts on tablets that limited consumers' ability to read and thoroughly review the terms and conditions of its contract and its disclosures, and to retain copies of the contract.

COUNT IV

54. The act, use, or employment by a person of any deception, fraud, or false pretense when utilized in connection with the sale or advertisement of any goods or services is unlawful. Ark. Code Ann. § 4-88-108(a)(1).

55. Defendants employed deception, fraud, or false pretenses when they solicited solar panel energy systems purchase and installation agreements knowing that they would not be able

to provide the goods and services sold.

56. Defendants employed deception, fraud, or false pretenses when they contracted to provide services “using personnel of required skill, experience and qualifications” and perform its services “in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently working under similar conditions” but failed to properly install and interconnect the solar energy systems.¹⁴

COUNT V

57. The ADTPA 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 advertising or selling any goods or services. Ark. Code Ann. § 4-88-108(a)(2).

58. Defendants concealed and suppressed material facts such as:

- a. Consumers' ability to legally qualify for and deliver promised incentives or promotions;
- b. Defendants' capacity to install systems in the stated timeframe;
- c. An accurate estimate of customers' utility cost savings;
- d. Defendant Company did not employ qualified personnel capable of installing systems correctly;
- e. Failing to apply for and secure necessary permits for certain customers' installations; or
- f. Suppressing the material fact that “the 30% solar tax credit” advertised on its home webpage was incorrect and was not available to all consumers.
- g. A solar power system does not increase the value of every customer's home, *contra*

¹⁴ Exh. A at 1.

its promise on its website.

COUNT VI

59. The ADTPA prohibits a person from engaging in an “unconscionable, false, or deceptive act or practice in business, commerce, or trade.” Ark. Code Ann. § 4-88-107(a)(10). An act is unconscionable “if it affronts the sense of justice, decency, and reasonableness.”¹⁵

60. Defendants engaged in unconscionable, false, and deceptive acts or practices when they:

- a. Required consumers to pay upfront costs and fees to start construction but failed to complete projects;
- b. Installed systems that failed inspection and/or were otherwise unable to be interconnected to the electric grid;
- c. Induced customers to obtain financing for projects they never started or finished;
- d. Induced customers to obtain financing from two separate lenders, resulting in double loans, for projects they never started or finished;
- e. Accepted payment from third-party financing companies for work they had not started or completed; and
- f. Refused to offer or pay refunds when they failed to complete projects.
- g. For those systems Defendant Company partially installed, Defendants have not complied with the ten (10) year Limited Workmanship and Installation Warranty contracted for in earlier sales¹⁶, nor the five (5) year warranty Defendants

¹⁵ See *GulfCo of Lal, Inc. v. Brantley*, 2013 Ark. 367, at 9, 430 S.W.3d 7, 13.

¹⁶ Exh. B at 7.

contracted for in later sales.¹⁷

COUNT VII

61. Any violation of the Home Solicitation Sales Act (HSSA) shall constitute an unfair deceptive act or practice or practice as defined by the ADTPA. Ark. Code Ann. § 4-89-106(a)(1).

62. Defendants violated the HSSA and the ADTPA by failing to clearly and conspicuously disclose, both orally and in writing in the contract: the total cash price; the number, amount, and due dates of payments necessary to pay the unpaid balance in full; and an accurate description of the goods or services purchased. Ark. Code Ann. § 4-88-102.

63. Defendants' business practices violated the HSSA and its sales contracts are unenforceable because the oral sales presentation misrepresented the identity of the seller in violation of the HSSA. Ark. Code Ann. § 4-88-102(2)(E).

64. Defendants' business practices violated the HSSA and its sales contracts are unenforceable because Defendants did not provide the consumer with a fully completed copy of the writing at the time the consumer signed the contract. Ark. Code Ann. § 4-88-108(c).

65. Defendants' business practices violated the HSSA and its sales contracts are unenforceable because Defendants did not furnish the statutory "Notice of Cancellation" in duplicate and attached to the contract required by Ark. Code Ann. § 4-88-108(c).

COUNT VIII

66. Defendants' unlawful, deceptive, and unconscionable business practices and conduct targeted Elder Persons or Persons with Disabilities in violation of section 4-88-201, *et seq.* causing:

- a. Mental and emotional anguish, [and]

¹⁷ Exh. A at 7.

- b. Loss of or encumbrance upon a primary residence of the elder person or person with a disability[.]

VI. PRAYER FOR RELIEF

67. The Attorney General brings this civil action to prevent persons from engaging in the use or employment of prohibited practices. Ark. Code Ann. § 4-88-113(a)(1).

68. Likewise, the Attorney General brings this 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. Ark. Code Ann. § 4-88-113(a)(2)(A).

69. The Attorney General seeks an injunction prohibiting Defendants from engaging in any deceptive or unlawful practice. Ark. Code Ann. §§ 4-88-104 and 4-88-113(a)(1).

70. The Attorney General seeks civil penalties against Defendants who violated the provisions of the ADTPA of up to \$10,000.00 per violation. Ark. Code Ann. § 4-88-113(a)(3).

71. Persons who violated the ADTPA or HSSA against an Elder Person or Person with a Disability may be assessed an additional civil penalty not to exceed ten thousand dollars (\$10,000) for each violation. Ark. Code Ann. § 4-88-202.

72. The Attorney General acting through the Consumer Counsel on behalf of the State's consumers seeks to recover from persons violating the HSSA an amount equal to: (1) ten percent (10%) of the transaction total or one hundred dollars whichever is greater; and (2) actual damages, including any incidental, consequential, and special damages sustained by the consumer as a result of the violation. Ark. Code Ann. § 4-89-108.

73. The Attorney General on behalf of the State's consumers may recover restitution

and actual and punitive damages. Ark. Code Ann. § 4-89-204.

74. 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. Ark. Code Ann. § 4-88-113(e).

75. A declaratory judgment that Defendants' sales are not enforceable by way of action or defense. Ark. Code Ann. §4-89-108.

76. Defendants are jointly and severally liable for any penalties assessed and monetary judgments awarded. Ark. Code Ann. § 4-88-113(d)(1)

77. The State will exercise its right to a trial by jury.

WHEREFORE, the above premises considered, the State of Arkansas, *ex rel.* Tim Griffin, 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;
- b. Issue an injunction against Defendants from operating any solar energy-related businesses in Arkansas, including but not limited to sales, installations, or consulting;
- c. Issue an order, pursuant to Ark. Code Ann. § 4-88-113(a)(2)(A), requiring Defendants to pay consumer restitution to those Arkansas 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;

- d. 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;
- e. Impose additional penalties pursuant to Ark. Code Ann. § 4-88-201 to be paid to the Treasurer of the State and placed into the Elder Person and Person with a Disability Victims Fund, a special fund created in the State Treasury and administered by the Attorney General for the investigation and prosecution of deceptive acts against an elder person or a person with a disability and for consumer initiatives.
- f. Issue a declaratory judgment that its contracts are not enforceable by action or defense.
- g. 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
- h. For all other just and proper relief to which the State may be entitled.

Respectfully submitted,

TIM GRIFFIN
ATTORNEY GENERAL

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