

IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS  
CIVIL DIVISION

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

PLAINTIFF

v. CASE NO. 60CV-23-\_\_\_\_\_

COAST TO COAST CARPORTS, INC.;  
COAST TO COAST CARPORTS OF ILLINOIS, INC.;  
GERARDO TORRES; and  
JORGE ZAVALA;

DEFENDANTS

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COMPLAINT

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COMES NOW the State of Arkansas, by and through Tim Griffin, Attorney General (the “State”), and for its Complaint against Defendants Coast to Coast Carports, Inc. (“Coast to Coast Carports”); Coast to Coast Carports of Illinois, Inc. (“Coast to Coast of Illinois”) (together, “Coast to Coast”); Gerardo Torres; and Jorge Zavala (collectively, “Defendants”), does hereby state and allege the following:

**I. INTRODUCTION**

1. This is a consumer protection action brought pursuant to the Arkansas Deceptive Trade Practices Act, Ark. Code Ann. §§ 4-88-101 *et seq.* (“ADTPA”).

2. Prefabricated construction is a method of construction in which a building’s components are made off-site and are then transported and assembled on-site to create a finished building.

3. A prefabricated structure is a significant investment for consumers, with larger

buildings costing tens of thousands of dollars.

4. Consumers purchasing prefabricated buildings must also prepare the concrete slab and acquire any permits required by their city, county, or state. These preparatory requirements are time-sensitive, as permits expire and concrete slabs are exposed to the elements if the prefabricated building is not timely installed.

5. Coast to Coast offers consumers across the United States custom prefabricated metal buildings that Coast to Coast purports to manufacture, deliver, and assemble. Its offerings include carports, barns, warehouses, and more.

6. Coast to Coast makes many of its sales through licensed dealers. These dealers are agents of Coast to Coast.

7. Consumers place down payments of hundreds (or thousands) of dollars when they order prefabricated metal buildings from Coast to Coast.

8. Defendants represent to consumers that orders from Coast to Coast will be delivered and installed within a specified timeframe; however, Defendants have a routine practice of not honoring the timeframe they promise to consumers. Defendants have an internal selection process for when orders are fulfilled that is not disclosed to consumers.

9. This internal selection process results in consumers not having the building they purchased months, sometimes over a year, after the estimated installation date, often never receiving their purchased buildings at all. Consumers who have acquired permits or poured concrete in preparation for the installation of their buildings expend time, money, and effort that goes to waste when Coast to Coast does not deliver and install the buildings as promised.

10. When consumers contact Coast to Coast to inquire about the status of their purchase, Coast to Coast delays discussions with consumers with excuses, by putting them on

hold, or by promising to call the consumer back. Eventually, Coast to Coast stops answering the consumers' calls altogether.

11. The State seeks an order imposing civil penalties, restitution for affected consumers, injunctive relief, and other relief against Defendants.

## II. PARTIES

12. Plaintiff is the State of Arkansas, *ex rel.* Tim Griffin, Attorney General. Attorney General Griffin is the chief legal officer of the State. Pursuant to Ark. Code Ann. §§ 4-88-104 and 4-88-113, the State may seek civil enforcement of the ADTPA.

13. Defendant Coast to Coast Carports is a foreign for-profit corporation incorporated in North Carolina and registered with the Arkansas Secretary of State.<sup>1</sup> Its principal address is 1050 Worth Street, Mount Airy, North Carolina 27030, its general address in Arkansas is 22525 Interstate 40, Knoxville, Arkansas 72845, and its registered agent in Arkansas is Incorp Services, Inc., located at 4250 Venetian Lane, Fayetteville, Arkansas 72703.

14. Defendant Coast to Coast of Illinois is a domestic for-profit corporation with no principal address listed with the Arkansas Secretary of State. Its registered agent is Incorp Services, Inc., located at 4250 Venetian Lane, Fayetteville, Arkansas 72703.<sup>2</sup> Upon information and belief, Coast to Coast of Illinois is an alter ego of Coast to Coast Carports.

15. Defendant Gerardo Torres (“Torres”) is the President and joint owner of Coast to Coast Carports, Inc. Defendant Torres is a controlling person of Coast to Coast within the meaning of Ark. Code Ann. § 4-88-113(d). As such, he is personally liable for the acts of Coast to Coast

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<sup>1</sup> Coast to Coast Carports, Inc. was briefly incorporated in Arkansas, but the domestic corporation was dissolved on May 6, 2004.

<sup>2</sup> Coast to Coast Carports of Illinois, Inc. is registered in Illinois as a foreign corporation incorporated in Arkansas. The president is Jose A. Zavala-Torres.

and its employees or agents thereof. Upon information and belief, Defendant Torres is a resident of the State of Texas and resides at 12727 FM 2590, Amarillo, Texas 79119.

16. Defendant Jorge Daniel Zavala (“Zavala”), an Arkansas resident at all times relevant to this Complaint is joint owner of Coast to Coast Carports, Inc., and he is the Vice-President, Secretary, and Treasurer of both Coast to Coast Carports, Inc. and Coast to Coast Carports of Illinois, Inc. in its listing with the North Carolina Secretary of State. Defendant Zavala is a controlling person of Coast to Coast within the meaning of Ark. Code Ann. § 4-88-113(d). As such, he is personally liable for the acts of Coast to Coast and its employees or agents thereof. Upon information and belief, Defendant Zavala resides at 117 Berry Lane, Knoxville, Arkansas 72845.

### **III. JURISDICTION AND VENUE**

17. This Court has jurisdiction over this matter pursuant to Ark. Code Ann. § 4-88-104 and the common law of the State of Arkansas. This Court has personal jurisdiction pursuant to Ark. Code Ann. § 16-4-101, which extends jurisdiction to all persons, causes of action, and claims for relief, to the maximum extent permitted by the Due Process Clause of the Fourteenth Amendment of the United States Constitution. At all times relevant to this lawsuit, the Defendants systematically and continuously did business and availed themselves of the privilege of conducting activities within the State of Arkansas. Such activities are sufficient to subject the Defendants to the personal jurisdiction of this Court.

18. Venue is proper in Pulaski County pursuant to Ark. Code Ann. §§ 4-88-104 and 4-88-112, and the common law of the State of Arkansas.

### **IV. FACTUAL ALLEGATIONS**

19. Coast to Coast Carports, markets the sale and installation of prefabricated metal

buildings across the United States.

20. Since November 1, 2018, the Office of the Arkansas Attorney General has received sixty-two (62) consumer complaints against Coast to Coast.

21. Thirty-three (33) of these complaints were filed by consumers who are over the age of sixty (60) or disabled.

22. Most of these consumer complaints stem from Coast to Coast's non-delivery of buildings purchased by consumers.

23. The consumer complaints follow a consistent pattern:

a. The consumer orders a prefabricated building from Coast to Coast, usually through a licensed dealer. The consumer makes a substantial down payment, often thousands of dollars, when placing this order;

b. Coast to Coast or its agent provides an estimated delivery window to the consumer;

c. When the window passes with no communication from Coast to Coast, the consumer contacts Coast to Coast via telephone or email to inquire as to the status of their purchase;

d. Coast to Coast puts the consumer off, claiming a mythical excuse or saying that Coast to Coast did not know when the building would be delivered and installed. If the consumer demands a refund, Coast to Coast refuses or tells the consumer that it will take ninety days to process. The consumer does not receive a refund; and

e. When the consumer reaches out again, Coast to Coast stops responding to consumer communications.

24. Some consumers attempted to communicate with Coast to Coast for as long as a

year to no avail before filing complaints with the State.

25. Many consumers acquired permits or poured concrete in preparation for the delivery and installation of their purchased building; when Coast to Coast does not deliver and install the buildings in the promised timeframe, the permits expire and the concrete is exposed to the elements, thus costing consumers even more money.

26. One consumer ordered a garage from Coast to Coast on July 13, 2018.<sup>3</sup> This consumer paid \$1,193.10 as a down payment. The contract stated that Coast to Coast would endeavor to install the garage within sixty (60) days of purchase. The consumer paid \$237.30 to her county for a building permit and purchased a concrete pad for \$15,000. The consumer contacted Coast to Coast when the slab was ready, and Coast to Coast told the consumer that her order was sent to the scheduling department on August 21, 2018. Coast to Coast did not deliver the building. When the consumer contacted Coast to Coast to inquire after her order, Coast to Coast informed her that it did not have any contractors in her area to deliver and install her garage. The building permit expired on January 18, 2019, six months after the consumer ordered the building. At that time, the consumer contacted Coast to Coast again, requesting a refund of her deposit. Coast to Coast told the consumer that someone would call her back to discuss a refund, but the consumer did not receive further communication from Coast to Coast.

27. A second consumer ordered two steel buildings from Coast to Coast on May 27, 2021.<sup>4</sup> This consumer paid Coast to Coast a down payment of \$8,800.40. At the time of the contract, Coast to Coast informed the consumer that the buildings would be delivered and installed

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<sup>3</sup> See Consumer Complaint # 19-00655 against Coast to Coast Carports, Inc., attached as Exhibit A.

<sup>4</sup> See Consumer Complaint # 21-07429 against Coast to Coast Carports, Inc., attached as Exhibit B.

within twelve (12) to fourteen (14) weeks. The consumer then spent \$56,000 into preparing the site per Coast to Coast's installation requirements, including laying concrete footings. Beginning in August 2021, the consumer began attempting to contact Coast to Coast via telephone and email to inquire after his order and schedule a delivery date, but Coast to Coast would not respond to these communications.

28. These complaints are representative of the majority of consumer complaints received by the State against Coast to Coast.

29. Since November 2018, the Better Business Bureau ("BBB") has received 458 complaints against Coast to Coast. The allegations in these complaints are similar in nature to the consumer complaints received by the State.

30. These complaints indicate a consistent pattern of behavior, and Defendants' continued business practice of promising delivery windows despite knowing it will not uphold that promise is deceptive and unconscionable.

## V. VIOLATIONS OF LAW

31. The ADTPA sets forth the State's statutory program prohibiting deceptive and unconscionable practices.<sup>5</sup>

32. Under the ADTPA, it is unlawful to engage in any "unconscionable, false, or deceptive act of practice in business, commerce, or trade."<sup>6</sup> An "unconscionable act" is one that "affronts the sense of justice, decency, or reasonableness."<sup>7</sup>

33. The business practices of Defendants constitute the sale of "goods" or "services."<sup>8</sup>

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<sup>5</sup> Ark. Code Ann. §§ 4-88-101 *et seq.*

<sup>6</sup> Ark. Code Ann. § 4-88-107(a)(10).

<sup>7</sup> *Independence Cnty. v. Pfizer, Inc.*, 534 F.Supp. 2d 882, 886 (E.D. Ark. 2008) (citing *Baptist Health v. Murphy*, 365 Ark. 115, 226 S.W.3d 800, 811 (2006)).

<sup>8</sup> Ark. Code Ann. § 4-88-102(4) and (7).

The same business practices constitute business, commerce, or trade.<sup>9</sup>

34. Under the ADTPA, it is unlawful to conceal, suppress, or omit any material fact in connection the sale or advertisement of goods or services “with intent that others rely on the concealment, suppression, or omission.”<sup>10</sup>

35. Under the ADTPA, “[e]very person, or every partner, officer, or director of another person who directly or indirectly controls another person or who is in violation of or liable under this chapter or every person who directly or indirectly facilitates, assists, acts as intermediary for, or in any way aids another person who is in violation of or liable under this chapter in the operation or continuance of the act or practice for which the violations or liability exists shall be jointly and severally liable” for penalties assessed.<sup>11</sup>

36. A “person” is an individual, organization, group, association, partnership, corporation, or any combination thereof.<sup>12</sup>

37. Defendants are all “persons” under the ADTPA.

38. Coast to Coast’s pattern of behavior is deceptive and unconscionable under the ADTPA.

39. Defendant Coast to Coast violated the ADTPA when it knowingly misled consumers regarding estimated delivery and installation windows for prefabricated buildings.

40. Defendant Coast to Coast violated the ADTPA when it refused to provide goods and services that consumers had paid for.

41. Defendant Coast to Coast violated the ADTPA when it refused to respond to calls

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<sup>9</sup> Ark. Code Ann. § 4-88-107.

<sup>10</sup> Ark. Code Ann. § 4-88-108(a)(2).

<sup>11</sup> Ark. Code Ann. § 4-88-113(d)(1).

<sup>12</sup> Ark. Code Ann. § 4-88-102(5).



or emails from consumers regarding the consumers' orders.

42. Defendant Coast to Coast violated the ADTPA when it refused to refund consumers for paid-for goods and services that Defendants did not provide.

43. Defendant Coast to Coast violated the ADTPA by continuing to advertise and sell buildings when it knew it would not deliver goods and services as promised.

44. Defendant Coast to Coast committed violations that trigger enhanced penalties under the ADTPA when it committed the above violations against consumers who were over the age of sixty (60)<sup>13</sup> and/or disabled.<sup>14</sup>

45. Defendants Gerardo Torres and Jorge Zavala, as officers of Defendant Coast to Coast, are controlling persons under the ADTPA, and, as such, they are jointly and severally liable for the ADTPA violations of Defendant Coast to Coast.

## **VI. PRAYER FOR RELIEF**

46. The Attorney General may bring a civil action to seek to prevent persons from engaging in the use or employment of prohibited practices under the ADTPA.<sup>15</sup>

47. Likewise, the Attorney General may bring a civil action to seek to restore to any purchaser who has suffered any ascertainable loss by reason of the use or employment of the prohibited practices any moneys or real or personal property which may have been acquired by means of any practices declared to be unlawful, together with other damages sustained.<sup>16</sup>

48. The Attorney General may seek an injunction prohibiting any person from engaging in any deceptive or unlawful practice.<sup>17</sup>

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<sup>13</sup> Ark. Code Ann. § 4-88-201(2).

<sup>14</sup> Ark. Code Ann. § 4-88-202(a).

<sup>15</sup> Ark. Code Ann. § 4-88-113(a)(1).

<sup>16</sup> Ark. Code Ann. § 4-88-113(a)(2)(A).

<sup>17</sup> Ark. Code Ann. §§ 4-88-104 and 4-88-113(a)(1).

49. Any person who violates the provisions of the ADTPA may be assessed a civil penalty of up to \$10,000 per violation.<sup>18</sup>

50. Violations committed against an elder person or a person with a disability may be assessed an additional civil penalty of up to \$10,000 per violation.<sup>19</sup> An “elder person” is a person who is sixty (60) years of age or older.<sup>20</sup>

51. In addition, any person who violates the provisions of the Arkansas Deceptive Trade Practices Act shall be liable to the Office of the Attorney General for all costs and fees, including but not limited to, expert witness fees and attorney’s fees, incurred by the Office of the Attorney General in the prosecution of such actions.<sup>21</sup>

52. The State demands 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 prohibitive practices described herein, which are all violations of the ADTPA;

b. Issue an order, pursuant to Ark. Code Ann. § 4-88-113(a)(2)(A), requiring Defendants to pay consumer restitution to those Arkansas 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;

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<sup>18</sup> Ark. Code Ann. § 4-88-113(a)(3).

<sup>19</sup> Ark. Code Ann. § 4-88-202(a).

<sup>20</sup> Ark. Code Ann. § 4-88-201(2).

<sup>21</sup> Ark. Code Ann. § 4-88-113(e).

c. Impose civil penalties pursuant to Ark. Code Ann. § 4-88-113(b), to be paid to the State by the Defendants in the amount of \$10,000.00 per each violation of the ADTPA proved at a trial of this matter;

d. Impose enhanced civil penalties pursuant to Ark. Code Ann. § 4-88-202, to be paid to the State and placed into the Elder Person and Person with a Disability Victims Fund, in the amount of \$10,000.00 per each violation of the ADTPA against elderly and/or disabled consumers proved at a trial of this matter;

e. Issue an order, pursuant to Ark. Code Ann. § 4-88-113(e), requiring Defendant to pay the State's costs in this investigation and litigation, including, but not limited to, attorney's fees and costs; and

f. For all other just and proper relief to which the State may be entitled.

Respectfully submitted,

**TIM GRIFFIN**  
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