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**IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT ANCHORAGE**

THE STATE OF ALASKA,)	
)	
Plaintiff,)	
)	
v.)	
)	
SWICKARD ANCHORAGE, LLC;)	
SWICKARD ANCHORAGE II, LLC;)	
SWICKARD PAV, LLC;)	
SWICKARD PALMER, LLC;)	
)	
Defendants.)	
)

Case No. 3AN-23-_____ CI

**COMPLAINT FOR INJUNCTIVE RELIEF,
CIVIL PENALTIES, AND RESTITUTION
(AS 45.50.501, AS 45.50.551)**

The State of Alaska, by and through the Office of the Attorney General, alleges and complains as follows:

INTRODUCTION

1. Jeffery Swickard owns several motor vehicle dealerships in Alaska that operate as a common enterprise (collectively “Swickard”).
2. Over four months in 2022 and 2023, the Alaska Department of Law’s Consumer Protection Unit (“CPU”) received three complaints against Swickard alleging false advertising tactics—specifically, advertising for the sale of vehicles that Swickard did not actually possess, advertising interest rates that were not available, and failing to honor advertised prices.

3. CPU forwarded all three complaints to Swickard. In response to two of the complaints Swickard admitted they had published false advertisements, but claimed the false advertisements were accidental, not intentional. In response to the third complaint, Swickard blamed a single overzealous salesperson for refusing to honor the published price.

4. However, the explanations Swickard provided to CPU were false, and Swickard knew they were false. After receiving an additional report of the same conduct, CPU began an undercover investigation which revealed that Swickard's false advertisements were not mere accidents. In fact, Swickard engages in false advertising in violation of Alaska's consumer protection laws virtually every day.

5. Swickard has engaged in several unfair and deceptive acts and practices. But two forms of false advertising stand out as a core part of Swickard's business and advertising model.

6. First, on its website, Swickard advertises vehicles—specifically identified by vehicle identification number or “VIN”—at affordable prices. But in fact, Swickard does not possess the advertised vehicles, does not possess any other new vehicles of the same make and model, and does not expect to acquire any new vehicles of the same make and model in the near future. Swickard posts these false advertisements to its website for the purpose of bringing customers onto the lot, then selling those customers a different model at a price well above the Manufacturer's Suggested Retail Price (“MSRP”)—a classic bait-and-switch tactic.

7. Second, Swickard continuously advertises vehicles for sale on its website at or below MSRP, but refuses to sell the vehicles at the advertised prices. Typically, Swickard's employees explain to prospective customers that despite the online advertisements, they will not allow the customers to purchase the vehicles unless the customers also purchase expensive dealer add-ons, such as extra warranties, ceramic coating, dent and ding protection, and door edge guards and cups, which are not disclosed in the online advertisements.

8. Consumers who visit Swickard's lots regularly complain to Swickard's employees about Swickard's unfair and deceptive advertising, and multiple current and/or former employees expressed their concerns about Swickard's unfair and deceptive advertising to Swickard's management.

9. Despite the complaints from consumers and employees, Swickard refuses to stop its unfair and deceptive acts and practices.

10. The Attorney General brings this lawsuit to protect Alaskan consumers and to promote a fair business environment where companies cannot use dishonest tactics to gain an advantage over their competitors. Swickard's conscious decision to continue engaging in unfair and deceptive conduct despite complaints from consumers, expressed concerns from Swickard's own employees, and inquiries from the Attorney General to which Swickard responded deceitfully, is egregious, and must be stopped.

PARTIES

11. Plaintiff is the State of Alaska.

12. Defendants Swickard Anchorage, LLC is a Washington limited liability

corporation that does business in Alaska as Mercedes-Benz of Anchorage and Mercedes Benz of Anchorage.

13. Defendant Swickard Anchorage, II, LLC is a Washington limited liability corporation that does business in Alaska as Swickard Chevrolet Buick GMC Cadillac of Anchorage, Swickard Buick GMC of Anchorage, Swickard Cadillac of Anchorage, and Swickard Chevrolet Buick GMC of Anchorage.

14. Defendant Swickard Anchorage PAV, LLC is a Washington limited liability corporation that does business in Alaska as Porsche Anchorage, Audi Anchorage, and Swickard Volkswagen of Anchorage.

15. Defendant Swickard Palmer, LLC is a Washington limited liability corporation that does business in Alaska as Swickard Buick GMC of Palmer and Swickard GMC of Palmer.

16. The Defendants shall be collectively referred to as “Swickard.”

JURISDICTION AND VENUE

17. The Attorney General has reason to believe that Defendants have engaged in acts or practices declared unlawful by AS 45.50.471 and brings this action in the public interest. This court has jurisdiction over all aspects of the complaint pursuant to AS 45.50.501(a) and AS 22.10.020.

18. Defendants conducted business in Anchorage, Alaska at all times relevant to this complaint. Venue in the Superior Court for the Third Judicial District at Anchorage is proper pursuant to Rule 3 of the Alaska Rules of Civil Procedure and AS 45.50.501(a).

FACTUAL ALLEGATIONS

I. Consumers filed complaints against Swickard.

19. CPU received three complaints from consumers. Those complaints are described in the following paragraphs.

A. The Swickard Chevrolet complaint.

20. In mid-August 2022, consumer “A.P.” visited Swickard Chevrolet. A.P. was in search of a $\frac{3}{4}$ ton pickup truck. Swickard Chevrolet did not have any vehicles that interested A.P., but a salesperson told A.P. that several new vehicles were in transit and he would contact A.P. when they arrived. On August 28, 2022, A.P. received a call from the salesperson stating that there were several new $\frac{3}{4}$ ton pickup trucks on the lot.

21. A.P. proceeded to Swickard Chevrolet, where he saw a blue GMC pickup truck parked in the showroom. The vehicle had a pink sign advertising, “Look! 0% @ 60 mon. OAC Final price includes \$199 Doc Fee[.] Expires 8/31/22”.

22. A.P. told the salesperson that the advertised financing was a good deal, and that it made the truck more desirable. The salesperson agreed that it was a good deal.

23. A.P. took a test drive, then agreed to purchase the vehicle for approximately \$60,000. A.P. sat down with the salesperson and began filling out the paperwork to complete the transaction.

24. But as A.P. began filling out the paperwork, the salesperson received a phone call. A.P. heard the salesperson say something to the effect of, “What? Oh. Okay

...” The salesperson then hung up and claimed the advertised credit terms had been a mistake and the financing would actually be 3.89% for 60 months.

25. A.P. responded that that was not what he agreed to. A.P. asked the salesperson to honor the deal or find another way to set up the transaction so that he could purchase the vehicle by making 60 payments of \$1,000.

26. A manager came out and informed A.P. that he would not honor the advertisement. The manager did agree to reduce the purchase price by \$2,500. But this was not enough of a reduction to allow A.P. to purchase the vehicle with 60 payments of \$1,000.

27. A.P. filed a consumer complaint with CPU, alleging these facts. CPU forwarded the complaint to Swickard and requested a response. In its response, Swickard claimed the advertisement was mistakenly placed in the vehicle.

B. The Audi Anchorage complaint.

28. On January 3, 2022, consumer “K.P.” found a 2022 Audi A4 that Swickard was advertising for \$36,295 on both the Audi Anchorage website and on cargurus.com.

29. K.P. visited Audi Anchorage, identified the vehicle by Stock Number, test drove it, and stated that he wanted to purchase the vehicle. A salesperson then entered K.P.’s personal information into a computer and printed out a sheet identifying the price as \$49,000.

30. K.P. was told the mark-up included a “protection package” that cost \$4,990, an extended warranty that cost \$6,000, and various smaller fees.

31. K.P. attempted to purchase the vehicle for the advertised price, but Swickard refused.

32. K.P. submitted a consumer complaint to CPU, which was forwarded to Swickard. In response, Swickard blamed an overzealous salesperson.

C. The Swickard Volkswagen complaint.

33. The third complaint involves Joshua Smith, an investigator for the Department of Law. Inv. Smith initially interacted with Swickard as a potential customer and filed a consumer complaint based on Swickard's conduct. However, as explained in the foregoing paragraphs, Inv. Smith eventually opened an investigation into Swickard.

34. On September 7, 2022, Inv. Smith visited Swickard Volkswagen of Anchorage's website, www.volkswagenanchorage.com.

35. The website advertised two Volkswagen Golf GTIs for sale. The advertisements included VINs. Based on the advertisements, Inv. Smith was interested in buying VIN WVW287CD3NW220889, Stock Number NW220889, which had a blue banner stating, "Special Offer" and an MSRP of \$22,319. There was no indication on the website that the vehicle might cost more than the MSRP.

36. The next day, September 8, 2022, Inv. Smith again visited the website and saw that Stock Number NW220889 was still available at the same price. Inv. Smith booked a test drive for September 10, 2022, via the website. While he was on the website, Inv. Smith also observed that it listed 23 new Jettas for sale in Anchorage (a model that he was also interested in).

37. Later that day, a salesperson emailed Inv. Smith asking if he was interested in any vehicles other than the GTI. Inv. Smith responded that he was also interested in the Jettas. The salesperson replied to Inv. Smith's email by stating that the GTI was incorrectly priced, and it would actually cost \$37,300. The salesperson also stated that there were no Jettas currently on the lot. Inv. Smith replied to that email by asking why there were 23 Jettas advertised on the website, to which the salesperson answered that Swickard was having trouble with its website after an ownership change.

38. The next day, September 9, 2022, Inv. Smith noted that the GTI, Stock Number 220899, was still listed on the website for \$22,319. Inv. Smith emailed the salesperson and asked if they would honor the price, which by then had been advertised for at least three days. The salesperson replied that the vehicle was not even in stock. Inv. Smith asked that his email be forwarded to a manager. On September 12, 2022, a manager emailed Inv. Smith and stated that the GTI was neither in-stock nor in transit, and thus it could not be sold. The manager further stated that she or other staff had reached out to their IT team many times asking for the vehicle to be removed, but it had not been removed.

39. The GTI remained on Swickard's website until at least September 13, 2022.

40. Inv. Smith submitted a consumer complaint to CPU, which CPU forwarded to Swickard, requesting a response. In response, Swickard claimed the advertisement was a bona-fide error and Inv. Smith should have known the advertised price was incorrect.

41. Inv. Smith decided not to purchase a new vehicle at that time. However, approximately six months later, Inv. Smith decided to look into buying a new vehicle again. Thus, on March 30, 2023, Inv. Smith visited Swickard Volkswagen of Anchorage's website again.

42. On March 30, 2023, Swickard was advertising 10 new Jettas in Anchorage, including a manual transmission Jetta with VIN 3VWAM7BU8PM017845, Stock Number PM017845, which was advertised for \$22,944.

43. Inv. Smith used the "Confirm Price and Availability" tool on Swickard's website. The tool showed an even lower "Dealer Price" of \$21,944.

44. Shortly thereafter, Inv. Smith received an email from a Swickard employee stating, "The vehicle is in stock and available for you to see." The message also asked Inv. Smith to schedule a test drive.

45. Immediately after sending Inv. Smith the email, the Swickard employee called Inv. Smith. Inv. Smith asked, "Is the white manual a car that actually exists on the lot that I can come look at?" The employee responded that it was. Inv. Smith then explained that he had previously inquired about vehicles that were advertised online, that ended up not being on the lot. But the employee assured Inv. Smith that the white manual Jetta was on the lot. Inv. Smith scheduled a test drive for later that day.

46. However, on March 30, 2023, Swickard only had four Jettas on the lot, and none of them were manuals.

47. When Inv. Smith arrived at Swickard and was informed by a salesperson that there were only four Jettas on the lot and none of them were manuals, Inv. Smith

pointed out that Swickard was advertising two manual Jettas on its website at that exact moment. The salesperson checked the website and confirmed that Inv. Smith was correct. However, the salesperson stated that the two vehicles (which were being advertised by VIN and Stock Number) were not on the lot and had never been on the lot. The salesperson further stated that there were no manual Jettas in transit to Anchorage and Swickard would not be getting or ordering any new manual Jettas at all.

48. The salesperson told Inv. Smith that in his opinion, Swickard's e-commerce team might be more concerned with driving foot traffic onto the lot than with honesty, which the salesperson said he disliked, because it made consumers distrust the salespeople like him.

49. However, despite the salesperson's claim that Swickard would not be getting any new manual Jettas, on or about May 11, 2023, the manual transmission Jetta with VIN 3VWAM7BU8PM017845 actually did arrive on Swickard's lot.

50. In other words, Swickard advertised a specific manual Jetta that it did not possess in order to entice consumers like Inv. Smith to come to the dealership. When Inv. Smith actually arrived at the dealership, he was told one truth (that the vehicle he had come for was not on the lot), and two lies (that no manual Jettas were in transit, and that there were no plans to order any more manual Jettas).

51. Next, Swickard attempted to upsell Inv. Smith.

52. Inv. Smith asked the salesperson to show him the four automatic Jettas. All four automatic Jettas were being advertised online at a higher price than the manual Jetta Inv. Smith had come to the dealership to see.

53. Yet the true price for the automatic Jettas was even higher than what was advertised online. At the dealership, Swickard's offers for the automatic Jettas were several thousand dollars higher than the prices advertised on Swickard's website.

54. Specifically, the salesperson offered to sell an automatic Jetta, VIN 3VWBM7BU1NM023553, Stock Number NM023553, to Inv. Smith for \$28,678. Inv. Smith asked the salesperson to run potential financing options on an average credit score, and the salesperson provided several financing options. The lowest monthly payment option provided was \$519/month and required a \$5,000 down payment.

55. However, while he was still in the showroom, Inv. Smith used the "Confirm Price & Availability" tool on Swickard's website to obtain a price for the exact same vehicle. The tool provided an MSRP of \$23,119, a "Dealer Price" of \$22,119, and advertised financing at \$318 per month.

56. Image 1 depicts Swickard's "Price & Availability" tool's advertised price, while Image 2 depicts the price actually being offered by Swickard at the dealership at exact same time.

Image 1 – Price and Availability Tool

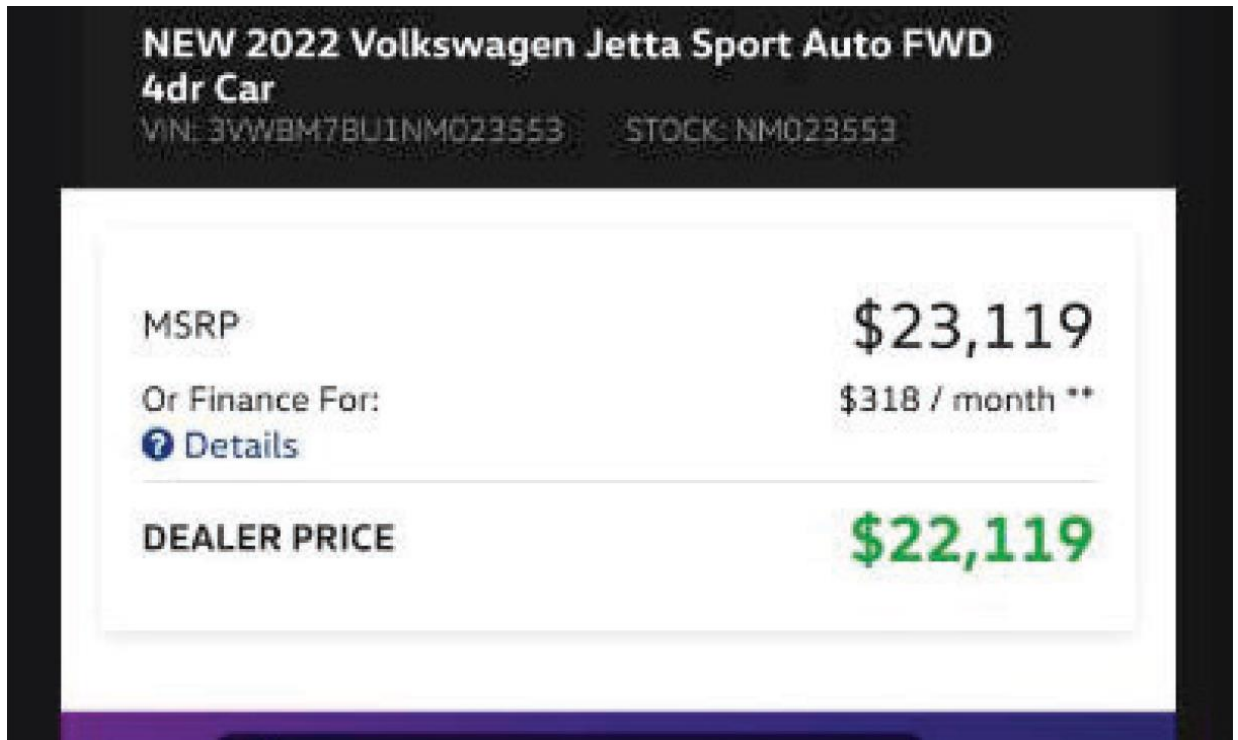


Image 2 – Print-out offer at the dealership

VEHICLE			
Stock # : NM023553	New / Used :	New	VIN : 3VWBM7BU1NM023553
Vehicle : 2022 Volkswagen Jetta			Color : SILVER
Type : 1.5T Sport (A8) 4dr Sedan			Mileage : 19
			BU43RS

Loan Payments	Estimated		
Cash Down	0	2,000	5,000
48 Months	841	791	717
60 Months	702	660	598
72 Months	610	573	519

* A.P.R. Subject to equity and credit requirements.

Market Value Selling Price	23,119.00
max shield 5 years	2,183.00
exec shield	899.00
oil pan heater	599.00
door edge guards and cups	1,299.00
Total Purchase	28,099.00
Doc Fee	299.00
Title Fee	30.00
License Fee	250.00
Net Price	28,678.00
PWC SERVICE CONTRACT	4,995.00
Balance	33,673.00

57. Inv. Smith asked the salesperson and their manager to explain the discrepancy. The salesperson and manager explained to Inv. Smith that the price difference was due to dealer installed options, including cracked windshield

replacements for five years, an oil pan heater, pant shields, and door edge guards and handle cups.

58. The salesperson admitted those options had not yet been installed on the vehicle but stated that Swickard had a policy prohibiting salespeople from selling vehicles without those options. The manager claimed the policy was put in place because Swickard is a “high-end dealership.”

59. Inv. Smith determined that despite his love of Volkswagens, Swickard was a dishonest dealership that he could not do business with. The next day, Inv. Smith purchased a vehicle from a different dealer.

60. Inv. Smith informed CPU attorneys about his recent experience with Swickard. CPU opened an undercover investigation into Swickard and began monitoring Swickard’s website.

II. Further investigation revealed that Swickard repeatedly engages in conduct that violates the UTPA.

A. Swickard advertises vehicles that it does not have in order to drive foot traffic to the dealership.

61. Beginning March 30, 2023—the same day Swickard admitted to Inv. Smith that it had no manual Jettas on the lot and falsely stated that it had none in transit—CPU began documenting two manual Jettas that Swickard continued to advertise on its website.

62. A black manual Jetta was advertised by VIN 3VWNM7BU2NM016737 on Swickard’s website from at least March 30, 2023, until April 24, 2023, when

suddenly, a gray manual Jetta with the exact same VIN took its place. The gray Jetta remained on Swickard's website until at least May 3, 2023.

63. A white manual Jetta was advertised by VIN 3VWAM7BU8PM017845—the vehicle Inv. Smith wanted to purchase, but Swickard did not possess—was advertised on Swickard's website from at least March 30, 2023, through at least May 11, 2023 (the approximate date the vehicle arrived on Swickard's lot).

64. Further investigation revealed that Swickard's practice of advertising vehicles it did not possess was not limited to manual Jettas.

65. For example, on April 6, 2023, an undercover CPU litigation assistant inquired about a gray GTI advertised on Swickard's website with the VIN WVW2A7CD1PW154818. A Swickard employee told the litigation assistant that Swickard did not possess the vehicle, that he did not know when Swickard would obtain the vehicle, and that Swickard only gets 1 or 2 GTIs per year.

66. However, on May 22, 2023—46 days later—the vehicle was still being advertised on Swickard's website. The only change was that the vehicle's color had switched from gray to white.

67. And on May 24, 2023, the litigation assistant observed that a white Golf GTI with VIN WVW2A7CD1PW154818, was on Swickard's lot. Its advertised price was \$39,476.

B. Swickard refuses to honor advertised prices.

68. Undercover investigation revealed numerous additional instances in which Swickard refused to honor the prices it advertised online.

69. For example, on May 11, 2023, a Swickard salesperson sent an email to an undercover email address that CPU had provided to Swickard while posing online as an interested buyer. The email stated that Swickard had just received a manual transmission Jetta and provided a link to Swickard's website, where a white manual Jetta VIN 3VWAM7BU8PM017845 was being advertised.

70. The online advertisement listed the MSRP and "Cash" price as \$22,944. The confirm price and availability tool provided a "Dealer Price" of \$22,944.

71. However, at the dealership, the vehicle was being offered for sale for \$28,023.

72. During an undercover call, a salesperson explained to a CPU investigator that Swickard would not sell the vehicle for the price advertised on Swickard's website because Swickard is a "high-end dealership" that will not allow vehicles to leave the lot without various dealer installed options.

73. Similar conduct occurred at Swickard Anchorage, LLC. For instance, on April 7, 2023, an undercover CPU investigator visited Mercedes Benz of Anchorage ("Swickard Mercedes"). The investigator checked the advertised prices of five vehicles on Swickard's website against the prices being offered at the dealership.

74. Four of the vehicles cost \$4,999 more than the advertised price online, and the fifth cost \$5,198.99 more than what was advertised online.

75. The undercover investigator confronted a Swickard salesperson about the discrepancy, and the salesperson responded by claiming that every new vehicle comes

with an “Alaskan Protection Package,” but that Swickard Mercedes does not include the cost of the protection package in the prices it advertises on its website.

76. Similar conduct also occurred at Swickard Palmer, LLC. For instance, on April 11, 2023, an undercover investigator visited Swickard Palmer, LLC. The investigator checked the prices of seven vehicles advertised on Swickard’s website against the prices being offered at the dealership. All seven vehicles were being advertised at a lower price on Swickard’s website than what the dealership was actually offering. The price discrepancies ranged from \$1,594 to \$3,094.

77. The undercover investigator confronted a salesperson about the discrepancy, and the salesperson stated the differences in price were due to “Dent and Ding Protection” at a cost of \$399 and ceramic coating at a cost of \$1,195. The salesperson stated that Swickard required these add-ons to be put on every vehicle, but that occasionally, a manager might be able to make an exception.

78. Similar conduct was also observed at Swickard Anchorage II, LLC. On April 5 and 12, 2023, an undercover investigator visited Swickard Anchorage II, LLC. The investigator checked the prices of five vehicles advertised on Swickard’s website against the prices being offered at the dealership. Two of the five vehicles were being advertised at a lower price on Swickard’s website than what the dealership was actually offering. The price discrepancies were \$1,000 and \$2,500. However, the actual prices of the other three vehicles matched the prices advertised on Swickard’s website.

C. Additional unfair and deceptive acts and practices.

79. Current and/or former Swickard employees told the Attorney General's office that in addition to the acts and practices established through consumer complaints and undercover investigation described in the previous paragraphs, Swickard also engages in additional unfair and deceptive acts or practices.

80. For example, Swickard sometimes fails to install the expensive dealer add-ons that it requires customers to purchase. A typical consumer is not likely to recognize that the add-ons were not installed, and thus Swickard typically does not face complaints or consequences for this conduct.

81. Swickard fails to comply with AS 45.25.465, which requires a motor vehicle dealer, when purchasing a used vehicle, to make a reasonable inquiry into the condition of the vehicle, including the accident and repair history, to obtain that information in a written document signed by the seller, and to provide the document to prospective buyers.

82. Swickard's salespeople only discuss the price and monthly payments of vehicles with consumers during negotiations. Swickard's standard practice is to only disclose the interest rate a consumer will pay when the consumer is presented with the final documents to sign.

83. On information and belief, Swickard knows that interest rates provided through its dealer financing are sometimes higher than what a consumer could receive directly from a bank or credit union, and that some consumers would seek to negotiate the interest rate or look for outside financing options if they were aware of interest rates

during the negotiation process. In order to prevent consumers from attempting to negotiate or seek outside financing options, Swickard conceals the interest rate until the last possible moment, when consumers are tired and feel pressured to sign the paperwork.

IV. Swickard operates as a common enterprise.

84. Swickard operates as a common enterprise.

85. Jeffrey Swickard is the owner of Swickard Anchorage, LLC, Swickard Anchorage II, LLC, Swickard Anchorage PAV, LLC, and Swickard Palmer, LLC.

86. Swickard Anchorage, LLC and Swickard Anchorage PAV, LLC are managed by the same general manager, and at a higher level, all Swickard dealerships are overseen by the same executive leadership team.

87. Many of Swickard's salespeople, finance managers, and on information and belief, other employees, perform work for multiple Swickard companies.

88. Swickard's website, Swickard.com, advertises all of the Swickard dealerships to prospective consumers and employees as if they are a single corporation.

89. Swickard's e-commerce team serves all of Swickard's Alaska dealerships.

90. Swickard's employees orally represent to consumers that Swickard's dealerships are all part of a single company.

**COUNT I
VIOLATION OF THE UNFAIR TRADE PRACTICES ACT, AS 45.50.471 - .561**

91. AS 45.50.471(a) provides that "Unfair or deceptive acts or practices in the conduct of trade or commerce are declared to be unlawful."

92. AS 45.50.471(b) provides a list of acts and practice that are considered to be per se unfair or deceptive, including:

a. Advertising a new motor vehicle at a specified dealer price with the intent not to supply reasonably expected demand, unless the advertisement discloses the number of vehicles in stock at the advertised price. *See* AS 45.50.471(b)(43) and AS 45.25.410.

b. Refusing to sell a motor vehicle on the terms and conditions that the dealer has advertised (subject to certain exceptions). *See* AS 45.50.471(b)(43) and AS 45.25.430.

c. Failing to provide to prospective buyers of used motor vehicles which the dealer purchased from an individual consumer, a document signed by the individual consumer documenting the condition of the vehicle and the accident and repair history of the vehicle. *See* AS 45.50.471(b)(43) and AS 45.25.410.

d. Advertising goods or services with intent not to supply reasonable expectable public demand, unless the advertisement prominently discloses a limitation of quantity. *See* AS 45.50.471(b)(9).

e. Engaging in any other conduct creating a likelihood of confusion or of misunderstanding and that misleads, deceives, or damages a buyer or a competitor in connection with the sale or advertisement of goods or services. *See* AS 45.50.471(b)(11).

f. Using or employing deception, fraud, false pretense, false promise, misrepresentation, or knowingly concealing, suppressing, or omitting a material fact

with intent that others rely upon the concealment, suppression, or omission in connection with the sale or advertisement of goods or services whether or not a person has in fact been misled, deceived, or damaged. *See* AS 45.50.471(b)(12).

93. Acts and practices may be considered unfair or deceptive under AS 45.50.471 regardless of whether they are listed as per se violations under AS 45.50.471(b).

94. As described in this complaint, Defendants and their agents or employees engaged in unfair or deceptive acts or practices in the conduct of trade or commerce.

95. Defendants are a common enterprise; therefore, they are all liable for any and all violations of AS 45.50.471 committed by the common enterprise.

DEMAND FOR JUDGMENT

96. The State of Alaska demands the following relief:

97. Pursuant to AS 45.50.501, an order enjoining Defendants, and all who act under, by, or through Defendants, from continuing to engage in the unlawful acts and practices alleged in this complaint.

98. Pursuant to AS 45.50.501(b), an order directing Defendants to restore to any person, any money or property which may have been acquired through the unlawful acts and practices alleged in this complaint.

99. Pursuant to AS 45.50.551(b), awarding civil penalties against the Defendant of \$25,000 per violation of AS 45.50.471, with the total number of violations to be proven at trial.

100. Pursuant to AS 45.50.537(b), an award of full reasonable costs and attorney fees, including the cost of investigation.

101. Any additional relief that the court may deem proper.

DATED: August 9, 2023.

TREG TAYLOR
ATTORNEY GENERAL

By: _____
John H. Haley
Assistant Attorney General
Alaska Bar No. 1402010