IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF BENTON

JIMIA CAIN, individual, TCE LEGACY GROUP, LLC, a Washington State Limited Liability Company, and 3C LEGACY INVESTMENT GROUP, LLC, a Washington State Limited Liability Company, Plaintiffs, v. FAYNE TRUCKING, LLC, MAURICE FAYNE and KARLIE REDD and the marital community composed thereof, Defendants.	NO. 20-2-00772-03 **Complaint**

COME NOW the Plaintiffs JIMIA CAIN, an individual, TCE LEGACY GROUP, LLC, a Washington State Limited Liability Company, and 3C LEGACY INVESTMENT GROUP, LLC, a Washington State Limited Liability Company, by their undersigned attorneys, who aver and complain as follows:

I. INTRODUCTION

1.1 This is an action for damages against defendants Fayne Trucking, Maurice Fayne and Karlie Redd, and the marital community composed thereof, pursuant to the Racketeer Influenced and Corrupt Organization Act ("RICO"), the Washington Consumer Protection Act, and

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common law. From at least 2014 to the present date, defendant Maurice Fayne operated an enterprise (the "Fayne Enterprise") consisting of himself, defendant Fayne Trucking, LLC, defendant Karlie Redd, and others, including Tyrice Vaughn, by means of a pattern of wire fraud, in violation of the federal wire fraud statute, 18 U.S.C. § 1343, RICO, 18 U.S.C. § 1962(c), common law fraudand other illegality. In the conduct of that enterprise, those persons among other things fraudulently induced plaintiff Jimia Cain and through her, her companies TCE Legacy Group, LLC and 3C Legacy Investment Group, LLC, to loan hundreds of thousands of dollars to them by means of misrepresentations and with no intent to repay them. They have conducted similar frauds against others, by means of wire communications in interstate commerce, in several states, and judgments have accordingly been entered against them in consequence of some of that wrongdoing. Karlie Redd knowingly reaped the benefits of Mr. Fayne's fraud and on information and belief caused two men to threaten Ms. Cain with violence if she did not discontinue this action. Mr. Fayne was recently arrested for bank fraud in connection with the Federal Paycheck Protection Program.

II. PARTIES, JURISDICTION AND VENUE

2.1 Plaintiff TCE Legacy Group, LLC ("TCE") is a Washington limited liability company with its principal place of business located in West Richland, Washington. TCE is wholly owned and operated by Jimia Cain. TCE was created in February of 2019 for the purpose of private investment and marketing.

2.2 Plaintiff 3C Legacy Investment Group, LLC ("3C Legacy") is a Washington limited liability company with its principal place of business located in West Richland, Washington. TCE is wholly owned and operated by Jimia Cain. 3C Legacy was created in February of 2019 for the purpose of private investing.

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2.3 Plaintiff. Jimia Cain ("Cain") resides in King County. She is the sole owner of TCE and 3C Legacy. Ms. Cain funded both TCE and 3C Legacy with her own money.

2.4 Defendant Fayne Trucking, LLC is an Arkansas limited liability corporation that is located in Little Rock, Arkansas. Fayne Trucking does business in Benton County, WA.

2.5 Defendant Maurice Fayne is, on information and belief, the owner and operator of Fayne Trucking, LLC.

2.6 Defendant Karlie Redd, aka Keisha Senel Lewis, was married to Maurice Fayne in July, 2018. During the times related to these allegations Ms. Redd knew about the fraud that her husband Maurice Fayne committed and, benefited from them.

2.7 Jurisdiction. This court has subject matter jurisdiction over this action pursuant to RCW 2.08.010.

2.8 Venue. Venue is proper in Benton County, Washington because Fayne and Fayne Trucking transact business in Benton County and because many of the activities which give rise to the plaintiffs' claims, and specifically the misconduct by which the defendants injured the plaintiffs, took place in Benton County, Washington. RCW 4.12.025(1 and 3).

III. FACTS

3.1 On April 18, 2019 Ms. Cain met in Seattle with Dion Garnett, on information and belief the owner of Lacey, Washington loan broker Gnet Holdings LLC, to discuss a truck leasing investment in which he said he was involved. Mr. Garnett told Ms. Cain that he and others had invested with Maurice Fayne and Fayne Trucking and had made money in their investments with them. Mr. Garnett referred Ms. Cain to Tyrice Vaughn, who according to Mr. Garnett could tell her more about investments with Mr Fayne and his trucking company.

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3.2 Beginning on April 19, 2019, Ms. Cain, who was located in the State of Washington, spoke to Mr. Vaughn, who on information and belief was located in Miami, Florida, by telephone over Sprint's interstate telephone network on April 19, 2019. Mr. Vaughn said he owned a company called Ground Level Logistics. He told Ms. Cain that Ground Level Logistics was a trucking brokerage company and that he was working with Mr. Fayne on a huge new contract with Amazon. Mr. Vaughn stated that, in his experience, investors were realizing great returns by leasing trucks pursuant to the Amazon contract that would "run" for a year and that Ms. Cain would be paid weekly for her investment. He described himself as Mr. Fayne's "partner." He and Ms. Cain discussed the truck leasing business and Ms. Cain's potential investment in Fayne Trucking. Mr. Vaughn also told Ms. Cain that he had invested monies with Mr. Fayne and was getting a good return on his investments. He told her that, for the purchase of a unit (truck) for $10,000, an investor could realize a return of $500-700 a week for fifty weeks. Those representations were false and Mr. Vaughn knew that they were false, as he had not successfully invested moneys with Mr. Fayne and Fayne Trucking for the acquisition of trucks and had no basis to believe that investments with and loans to Mr. Fayne and Fayne Trucking were legitimate or would be profitable or that Ms. Cain could obtain a return of $500-700 per week on the purchase of a truck for $10,000. Mr. Vaughn made those misrepresentations in order to induce Ms. Cain to invest or loan moneys to Mr. Fayne and Fayne Trucking, which he knew to be planning to steal those moneys.

3.3 In May 2019, Maurice Fayne, who on information and belief was located in Arkansas, called Ms. Cain, who was located in the State of Washington, over Sprint's interstate telephone communication system. Mr. Fayne represented himself as a self-made millionaire who had founded and who operated Fayne Trucking, which he described as a well-respected trucking

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company, out of Arkansas and Texas. He also said that he had an MTV music show. Mr. Fayne invited Ms. Cain to invest $100,000 with his company, defendant Fayne Trucking, in the form of a loan in that amount. He stated that Fayne Trucking had entered into a lucrative contract with Amazon for which he needed 200 trucks; that the moneys would be used to acquire those trucks; and that Fayne Trucking would be able to repay the money plus interest in fifty weekly installments starting the week after Ms. Cain extended the loan. In fact, Mr. Fayne operated Fayne Trucking in part to defraud innocent victims and used it to lure potential investors to forward moneys to him and Fayne Trucking for his personal use. Fayne Trucking did not have a lucrative contract with Amazon for which he needed 200 trucks and did not need moneys, from Ms. Cain or elsewhere, to acquire those trucks. He made those misrepresentations to Ms. Cain in order to induce her to invest or loan substantial moneys to him which he did not intend to repay.

3.4 On May 30, 2019, Mr. Fayne, on information and belief, as always during the events described in this complaint located in the State of Arkansas, sent Ms. Cain, who was as always during the events stated in this complaint located in the State of Washington, text messages over an interstate telephone communication system. He told Ms. Cain that he needed the loan they had discussed by June 1, 2019 but could repay it the next week. He also said that they did not need Tyrice Vaughn to be further involved. As a result of the foregoing misrepresentations by Mr. Fayne and Mr. Vaughn, the parties executed a promissory note on June 1, 2019 pursuant to which Mr. Fayne, on behalf of Fayne Trucking, promised to repay $100,000 plus interest to Ms. Cain for her loan of that amount to Fayne Trucking. The note, and all subsequent notes that the Defendants executed, provided that Washington law governed it. Pursuant to that note, and relying on Mr. Fayne's misrepresentations, Ms. Cain wired $100,000 from the account of her business, 3C Legacy at GESA Federal Credit Union, Richland,

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Washington, to Arvest Bank in Fayetteville, Arkansas for the benefit of Fayne Trucking on June 5, 2019. On the wire instructions, the "purpose of wire funds" states "Promissory Note – Equipment Purchase." In the additional instructions section it is written: "Promissory Note dated June 1, 2019 – between 3C Legacy Investment Group LLC and Fayne Trucking LLC."

3.5 On June 7, 2019, Mr. Fayne again texted Ms. Cain by cellular telephone and misrepresented to her that he had a "steal" on ten more trucks. Mr. Fayne stated that he needed the additional trucks on the road as soon as possible in order to fulfill his Amazon contract. He asked to borrow additional moneys in order to take advantage of that purported opportunity and said that Fayne Trucking would repay the moneys with interest by means of weekly payments over a period of fifty weeks. He misrepresented that he had used the moneys that Ms. Cain had already sent him to purchase trucks and that he badly needed the trucks he was going to acquire with the additional moneys he sought from her. He assured Ms. Cain that she would recoup $700 per week on each of the ten new trucks. He in fact did not have an opportunity to purchase trucks for discounted prices, as he represented, or an urgent need for money to acquire trucks for a business opportunity. He urged Ms. Cain not to consult an attorney, stating that the sooner he got the money, the sooner he would get it back and repay her initial loan and also the loans he then sought from her. Thus, on June 14, 2019, in reliance on the foregoing misrepresentations, Ms. Cain, on behalf of TCE, wired Fayne Trucking another $25,000 from an account at Gesa Federal Credit Union in the name of TCE to an account at Arvest Bank in Fayetteville in the name of Fayne Trucking. And on June 24, she wired another $46,000 from an account at Gesa Federal Credit Union in the name of TCE to an account at Arvest Bank in Fayetteville in the name of Fayne Trucking. On June 15, 2019 Ms. Cain (for TCE) and Mr. Fayne (for Fayne Trucking) executed a note in the amount of $75,000 for the monies Ms. Cain had wired to Fayne

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Trucking on June 14 and was to wire it on June 24. The note provided for weekly repayments of TCE's loan plus interest over a period of fifty weeks.

3.6 Fayne Trucking did not make any repayments of the loans that the Plaintiffs extended to it and to this date has not made a single repayment on the loans. Ms. Cain became concerned about repayment and asked Mr. Fayne, in interstate telephone calls in late June 2019, why no repayments had been made. Mr. Fayne made excuses why he could not repay Ms. Cain at that time and said he needed even more money. On or about June 28, 2019, Mr. Fayne falsely told Ms. Cain that he had received a check from Amazon and that the funds would be available in five days. However, five days came and went and he did not make a payment. On July 24, 2019, he texted over interstate telephone wires that he would pay the moneys he owed at that time but again did not make any payment. At or about that time, he also falsely stated that he was not able to repay her then because he had expected her to loan him $200,000 and she had not transmitted the entire sum to him. On or about August 9, 2019, Mr. Fayne told Ms. Cain by text message that someone had charged back moneys to his company's Wells Fargo account. However, on or about August 16, 2019, he falsely told her by text message that he was going to receive a large wire transfer from Fleet One Factoring the following Monday and attached a screen shot purporting to show that to be true. He insisted that he needed Ms. Cain to send him another $50,000 so that he could obtain the moneys that others owed to him.

3.7 Although Ms. Cain was very anxious about Fayne Trucking's repayment of the moneys that she had loaned to that company, she was also concerned that defendants would not repay the moneys she had already had loaned them if she did not provide additional monies to them. Distraught over the situation in which she found herself, Ms. Cain agreed to loan additional moneys to Mr. Fayne upon his promise to repay the money by November 1, 2019.

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She, on behalf of 3C Legacy, and Mr. Fayne therefore executed a promissory note in the amount of $64,000 and she wired Mr. Fayne another $50,000 from an account in the name of TCE at Gesa Federal Credit union to an account in the name of Flame Trucking at Suntrust Bank, Atlanta, Georgia on August 22, 2019. The promissory note provided that Mr. Fayne would repay the loaned moneys, plus interest at the rate of ten percent per annum, on November 1, 2019. In it, Mr. Fayne expressly consented to jurisdiction of the courts located in the state of Washington for any dispute pertaining to the note and matters arising from or related to it. Once more, Mr. Fayne did not intend to repay the additional money that he borrowed, this time in his personal capacity, from 3C Legacy.

3.8 On or about April 22, 2020 Plaintiff contacted defendant Karlie Redd by electronic messaging and informed her of this pending lawsuit. Eight days later, on April 30, 2020, Plaintiff was approached at her home by two men. They asked if she was "Jimia Cain", and when she said "yes," one of the men stated that, "if you know what is good for you, you will drop this bullshit case , you know what I am talking about." They then made disparaging references to Plaintiff, such as calling her a "dumb fucking bitch," and left.

3.9 The frauds that Mr. Fayne, Fayne Trucking, and Tyrice Vaughn (the Fayne Enterprise) committed against the Plaintiffs were not isolated crimes. The Fayne Enterprise has perpetrated similar frauds against others on multiple occasions. In each case, that enterprise fraudulently induced its victims to provide money, goods, or services to them on the basis of their misrepresentations; they did not intend to repay those loans or return or pay for those goods or services; and they in fact failed to do so.

3.9.1 In 2015, Mr. Fayne induced Ascentium Capital, LLC to lease a truck to him by promising to pay a rental fee and to return the truck. However, Mr. Fayne

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stole the truck, obtained a duplicate title for the truck by forging the lessor's name on the title request, and sold it to a third party without Ascentium Capital's authorization. Ascentium Capital sued in the Circuit Court of Pulaski, Arkansas, case number 60CV-15-3368.

3.9.2 In 2014, Maurice Fayne opened an account with FleetOne LLC and obtained goods and services on that account. Fayne then failed and refused to pay for those goods and services. FleetOne, LLC filed suit in the Circuit Court of Pulaski, Arkansas, case number 60CV – 14-2709 and obtained a judgment upon Mr. Fayne's default.

3.9.3 In 2014, Mr. Fayne approached Richard Korte regarding the purchase of a truck from Mr. Forte. Mr. Fayne told Mr. Forte that he owned 10 trucks and misrepresented to him that he needed 5 or 6 more in order to handle lucrative work for which he had been hired, falsely adding that he had wealthy investors who provided capital to fund his company's growth. On the basis of those and other misrepresentations, Mr. Korte sold a truck to Mr. Fayne on credit. Mr. Fayne took possession of the truck but did not pay for it as agreed. He tendered one check to Mr. Korte but the check was dishonored. Mr. Fayne registered the truck in his name and sold it to a third party. The truck was never found. Mr. Korte obtained a judgment against Fayne in the amount of $142,055 in cause number 60CV-14-1279 in the Circuit Court of Pulaski County, Arkansas.

3.9.4 Mr. Fayne purchased a truck from Pay Day Motors, Inc. He transferred the vehicle's title to Fayne Trucking, which in turn transferred it to a third party

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without Pay Day Motors' knowledge or permission. Mr. Fayne failed and refused to pay for the truck. In 2014, Pay Day Motors obtained a judgment against Fayne in the amount of $24,648 in cause number 60CV-14-3941 in the Circuit Court of Pulaski County, Arkansas.

3.9.5 Mr. Fayne personally guaranteed a loan and signed a confession of judgment in favor of lender Pearl Delta Funding LLC. He and Fayne Trucking then defaulted. Plaintiff obtained a judgment for approximately $62,000 in 2018 in cause number 60CV-18-2002 in the Circuit Court of Pulaski County, Arkansas.

3.9.6 In 2018, Mr. Fayne failed to repay $41,400 that he had borrowed from Jamar Rucker, which moneys he had told Mr. Rucker, in telephone conversations and text messages transmitted over interstate wires, he was going to use to purchase a truck. As with Mr. Fayne's frauds against Ms. Cain, he never purchased a truck with that money, repaid that loan, or intended to do so.

3.9.7 In May, 2020 Mr. Fayne applied for a forgivable loan through the Paycheck Protection Program on behalf of Fayne Trucking. Mr. Fayne was listed as the sole owner of the Georgia Corporation. The loan was funded for $2,045,800 through the United Community Bank in order to retain workers and maintain payroll. Mr. Fayne then used upwards of $1.5million of the loan proceeds to purchase jewelry, a Rolls-Royce, and other personal items. Mr. Fayne was arrested and charged with bank fraud.

IV. CAUSES OF ACTION

A. Breach of Contract, 3C Legacy against Fayne Trucking.

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4.1 Plaintiffs repeat and incorporate herein the allegations of paragraphs 2.1 through 3.9.7.

4.2 As described herein, Plaintiff 3C Legacy and defendant Fayne Trucking entered into a contract in which Fayne Trucking promised to repay a loan that the 3C Legacy was going to make to it, together with interest on the amount loaned. Pursuant to that agreement, 3C Legacy loaned a total of $100,000 to Fayne Trucking for the use of that defendant in its business.

4.3 Fayne Trucking breached that contract by failing to repay the loan that 3C Legacy made to it in accordance with the contract. Fayne Trucking did not make a single payment to the Plaintiffs notwithstanding Plaintiffs' demands for repayment. In consequence thereof, 3C Legacy has been damaged in an amount in excess of $100,000 plus interest thereon and costs, for which Fayne Trucking is liable to 3C Legacy.

B. Breach of Contract, 3C Legacy against Maurice Fayne.

5.1 Plaintiffs repeat and incorporate herein the allegations of paragraphs 2.1 through 4.3.

5.2 As described herein, Plaintiff 3C Legacy and defendant Maurice Fayne entered into a contract in which Fayne Trucking promised to repay a loan that the 3C Legacy made to Mr. Fayne, together with interest on the amounts loaned. Pursuant to that agreement, 3C Legacy loaned a total of $50,000 to Mr. Fayne for Mr. Fayne's use in his business.

5.3 Mr. Fayne breached that contract by failing to repay the loans that 3C Legacy made to him. Mr. Fayne did not make a single payment to the Plaintiffs notwithstanding Plaintiffs' demands for repayment. In consequence thereof, 3C Legacy has been damaged in an amount in excess of $50,000 plus interest thereon and costs, for which Mr. Fayne is liable to 3C Legacy.

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C. Breach of Contract, TCE against Fayne Trucking.

6.1 Plaintiffs repeat and incorporate herein the allegations of paragraphs 2.1 through 5.3.

6.2 As described herein, Plaintiff TCE entered into a contract with Fayne Trucking in which Fayne Trucking promised to repay loans that TCE made to it, together with interest on the amounts loaned. The agreement was memorialized in a promissory notes executed by Maurice Fayne on behalf of Fayne Trucking. Pursuant to that agreement, TCE loaned a total of $71,000 to Fayne Trucking for the use of that defendant in its business.

6.3 Fayne Trucking breached that contract by failing to repay the loans that TCE made to it in accordance with the contract. Fayne Trucking did not make a single payment to the Plaintiffs notwithstanding Plaintiffs' demands for payment. In consequence thereof, TCE has been damaged in an amount in excess of $71,000 plus interest thereon and costs, for which Fayne Trucking is liable to TCE.

D. Quantum Meruit/Unjust Enrichment, Against Maurice Fayne and Fayne Trucking

7.1 Plaintiffs repeat and incorporate herein the allegations of paragraphs 2.1 through 6.3.

7.2 At the express requests of Fayne and Fayne Trucking, Plaintiffs loaned $221,000 to Defendants. 3C Legacy loaned and transferred $100,000 to Fayne Trucking and $50,000 to Maurice Fayne and TCE loaned and transferred $71,000 to Fayne Trucking. The reasonable value of those moneys and the interest thereon is in excess of $221,000. Mr. Fayne used Fayne Trucking as his alter ego and personal instrumentality in order to obtain those moneys and he took possession of those moneys and used them for his personal purposes. The Defendants,

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through Mr. Fayne, knew and acknowledged that the Plaintiffs expected them to repay those moneys promptly. However, those defendants have failed and refused to repay TCE and 3C Legacy. It would be unjust to allow the Defendants to keep the benefit of those moneys without repaying the Plaintiffs.

7.3 By reason of the foregoing facts, Defendants are liable to the Plaintiffs for more than $221,000, plus interest and costs. Fayne Trucking and Mr. Fayne are liable to 3C Legacy for more than $100,000; Maurice Fayne is liable to 3C Legacy for another $50,000; and Mr. Fayne and Fayne Trucking are liable for TCE for another $71,000, plus interest and costs.

E. Common Law Fraud, Against Fayne and Fayne Trucking

8.1 Plaintiffs repeat and incorporate herein the allegations of paragraphs 2.1 through 7.3.

8.2 As stated herein, Mr. Fayne and Fayne Trucking, through Mr. Fayne, fraudulently induced TCE and 3C Legacy to transfer $221,000 to them by means of knowing material misrepresentations, including misrepresentations regarding the ways that those defendants were going to use the moneys and their ability and intention to repay them. Those defendants knew that those misrepresentations were false, never intended to repay the loans the Plaintiffs made to them, and never made a single repayment, instead defaulting on their obligations immediately. The Plaintiffs justifiably relied on those misrepresentations by advancing moneys to the Defendants. The Plaintiffs suffered damages in excess of $221,000 in consequence of those frauds, for which the Defendants are jointly and severally liable to them, together with interest, costs, and attorneys' fees.

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F. Violation of RICO, 18 U.S.C. § 1961 et seq.

9.1 Plaintiffs repeat and incorporate herein the allegations of paragraphs 2.1 through 8.2.

9.2 Each of the defendants is a person as that term is used in RICO, 18 U.S.C. § 1961 et seq. The Fayne Enterprise, which is an association in fact between and among Mr. Fayne, Fayne Trucking, Karlie Redd, and Tyrice Vaughn, is an enterprise as that term is defined in 18 U.S.C. § 1961(4). It affected, and affects, interstate commerce by, inter alia, engaging in interstate trucking and truck financing transactions.

9.3 From at least 2014 to date, Fayne Trucking, Mr. Vaughn, and Mr. Fayne conducted the Fayne Enterprise through a pattern of racketeering activity as those terms are defined in 18 U.S.C. §§ 1961(1) and 1961(5), thereby violating 18 U.S.C. § 1962(c). The pattern of racketeering activity consisted of, among other things, numerous predicate acts of wire fraud pursuant to 18 U.S.C. § 1343 as described in this complaint. Those violations have been neither isolated nor sporadic, but part of a continuous and interrelated pattern of similar schemes, perpetrated over a substantial period of time, as set forth elsewhere in this complaint. Mr. Fayne's, Fayne Trucking's, and Mr. Vaughn's commission of racketeering acts was and is a regular way in which those persons and that entity conducted and conduct the business of the Fayne Enterprise. The related and continuous acts of racketeering by those persons and that entity constitute a pattern of racketeering activity within the meaning of that term as defined in 18 U.S.C. § 1961(5). Karlie Redd knew of and encouraged that enterprise and participated in it by, among other things, acting as Mr. Fayne's assistant in the enterprise and on information and belief making extortionate threats against Ms. Cain through two men in order to cause her to discontinue this lawsuit.

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9.4 Plaintiffs have each been injured by reason of those violations of 18 U.S.C. § 1962(c), and the predicate acts of wire fraud, committed by Mr. Fayne, Fayne Trucking, and Mr. Vaughn. Among the injuries the Plaintiffs suffered are the losses of $221,000 that they advanced to the Defendants but which the Defendants did not repay. In consequence thereof, the Defendants are liable to the Plaintiffs for treble damages pursuant to 18 U.S.C. § 1964(c).

G. Violation of Consumer Protection Act, RCW 19.86 et al.

10.1 Plaintiffs repeat and incorporates the allegations of paragraphs 2.1 through 9.4.

10.2 Defendants are engaged in trade and commerce in Washington State.

10.3 By contracting for commercial loans that Defendants never intended to repay on the basis of business opportunities that were fictitious, Defendants used unfair and deceptive means to deprive Plaintiffs of their money. Defendants and others, including Mr. Vaughn, engaged in a conspiracy to commit fraud that harmed Plaintiff by denying her the earnings that she was entitled to by agreement.

10.4 Defendants engaged in unfair and deceptive acts in the normal course of their business and those acts are capable of repetition, and have been repeated. Plaintiffs acted on Defendants' unfair and deceptive acts and practices to their detriment.

10.5 The public has an interest in preventing fraudulent conspiracies. Defendants have violated the Washington Consumer Protection Act, RCW 19.86 by engaging in a conspiracy to deprive others of money. Defendants thereby deprived Plaintiffs of their money. Defendants have used this same, or similar, scheme to deprive other parties of money. As a result, Defendants have injured Plaintiffs in their property by depriving them of money and property rightfully owed to them.

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10.6 Karlie Redd is also liable to Ms. Cain because she was aware of the fraud against Ms. Cain and on information and belief shared with her husband, Mr. Fayne, in the proceeds of that fraud as well as the other frauds that the defendants committed through their Enterprise. By her participation in and encouragement of the fraud, from which she and the marital community received substantial benefits, which they should disgorge, Ms. Redd ratified the acts of Mr. Fayne, who acted in partnership with her and as her agent.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs prays for judgment against the Defendants as follows:

1. An award of monetary damages in excess of $225,000;
2. Treble damages resulting from the Consumer Protection Act and RICO violations;
3. An award of attorney's fees and costs;
4. An award of prejudgment interest; and
5. Such other relief as the court deems just and equitable.

DATED this 22 day of May 2020.

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