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12 **SUPERIOR COURT OF ARIZONA**  
13 **IN MARICOPA COUNTY**

14 STATE OF ARIZONA, *ex rel.* KRISTIN K.  
15 MAYES, Attorney General,

16 Plaintiff,  
17 v.

18 VALLEY DELIVERY LLC; MY HOME  
19 SERVICES LLC; NEXT DAY DELIVERY  
20 LLC; NEXT DAY HOLDINGS LLC;  
21 MATTHEW WILLES, individually; and  
22 MATTHEW AND KRISTINE WILLES, a  
23 marital community;

24 Defendants.

Case No. CV2020-002880

**DEFAULT JUDGMENT AS TO  
DEFENDANTS MATTHEW WILLES,  
VALLEY DELIVERY LLC MY HOME  
SERVICES LLC, NEXT DAY  
DELIVERY LLC AND NEXT DAY  
HOLDINGS LLC**

Ariz. R. Civ. P. 54(c)

(Assigned to the Hon. Susanna C. Pineda)

(Assigned to Commissioner Mary Cronin)

25 This matter is before the Court on the State's Motion for Default Judgment and Request  
26 for Hearing, and the Court having reviewed the pleadings of record and having conducted a  
27 hearing on June 25, 2024 on the issue of relief to be awarded to the State, and being fully  
28 advised, finds that Defendants Matthew Willes, Valley Delivery LLC, My Home Services LLC,  
Next Day Delivery LLC, and Next Day Holdings LLC (collectively "Defendants") waived  
service of process, but stopped defending this action; that the Defendants are not infants or

1 incompetent, that the default of the Defendants was duly entered on February 20, 2024; and that  
2 the State is entitled to affirmative relief against the Defendants as specified herein.

3 The Court therefore makes the following Findings of Fact and Conclusions of Law and  
4 enters the following Orders:

5 **FINDINGS OF FACT**

6 1. Defendant Valley Delivery, LLC (“Valley Delivery”) is an Arizona limited  
7 liability company with its principal place of business in Maricopa County.

8 2. Defendant Next Day Delivery, LLC (“Next Day Delivery”) is an Arizona limited  
9 liability company with its principal place of business in Maricopa County.

10 3. Defendant My Home Services, LLC (“My Home Services”) is an Arizona limited  
11 liability company with its principal place of business in Maricopa County. It is the sole  
12 managing member of Valley Delivery.

13 4. Defendant Next Day Holdings, LLC (“Next Day Holdings”) is an Arizona limited  
14 liability company with its principal place of business in Maricopa County. It is the sole  
15 managing member of Next Day Delivery. (Next Day Holdings and Next Day Delivery  
16 collectively will be referred to herein as “Next Day.”)

17 5. Defendant Matthew Willes is the trustee of the M and K Revocable Trust, the  
18 sole managing member of My Home Services. He is also the chief executive officer of Valley  
19 Delivery and Next Day Delivery, and the sole managing member of Next Day Holdings. At all  
20 relevant times, Defendant Matthew Willes was a resident of Arizona.

21 6. All events, acts, and practices described in, and relevant to, this Consent  
22 Judgment took place in Maricopa County, Arizona.

23 7. This Court has jurisdiction over the Complaint and the parties necessary for the  
24 Court to enter this Default Judgment and any orders hereafter appropriate pursuant to A.R.S.  
25 § 44-1528 and this Default Judgment.

26 8. Venue is proper in Maricopa County pursuant to A.R.S. § 12-401(17).

27 9. Defendants, through their businesses Valley Delivery and Next Day, distribute  
28 marketing material in the form of a door tag to new homeowners. The door tag contained the

1 caption "Sorry We Missed You," along with the date it was delivered and the name and address  
2 of the homeowner. The door tag also featured a confirmation number and phone number, which  
3 implied that a homeowner could call to reschedule his or her delivery.

4 10. When a homeowner received a door tag and called Defendants, Defendants  
5 utilized the number on the slip to match the homeowner's phone number to his or her home  
6 address.

7 11. While on the call, Defendants' representatives typically sent the homeowner a  
8 text message with a link that they instructed the homeowner to click on in order to verify  
9 information. The link took the homeowner to an online form where the homeowner  
10 unknowingly consented to receive telephone solicitations.

11 12. Defendants' phone representatives were trained not to disclose the purpose of the  
12 door tag until after the homeowner accessed the link and provided consent to receive telephone  
13 solicitations. Defendants' phone representatives told homeowners who ask questions about the  
14 slip that they are a fulfillment company and that the computer screen did not tell them what the  
15 slip is until the consumer gave the consent.

16 13. After the homeowner unknowingly consented to receive telephone solicitations,  
17 the sales representative collected the homeowner's information for purposes of telephone  
18 solicitations. Defendants then distributed the homeowner's information to Defendants'  
19 businesses and affiliates, including Protection Source, LLC; Aqua Bright, LLC; Nergy, LLC;  
20 Latch Windows, LLC; and Jax Home Services, LLC. The companies then contacted the  
21 homeowners via telephone in order to sell them goods or services.

22 14. Since January 1, 2017, Defendants have distributed approximately 333,283 door  
23 tags to new homeowners.

24 15. Approximately 60,681 consumers called Defendants in response to Defendants'  
25 door tags.

26 16. Defendants also owned and maintained websites, valleydelivery.com and  
27 nextdaydeliverycompany.com, that, from approximately January of 2017 to March 2020,  
28 contained a number of misrepresentations about the nature of the business, including that

1 Defendants were legitimate delivery services. For instance, Defendants misrepresented that  
2 Valley Delivery had a fleet of 250 delivery drivers across the United States, and that it operated  
3 in over 100 metropolitan areas across the continental United States.

4 **CONCLUSIONS OF LAW**

5 17. Defendants Matthew Willes, Valley Delivery LLC, My Home Services LLC, Next  
6 Day Delivery LLC, and Next Day Holdings LLC, in connection with the sale or advertisement  
7 of merchandise, used or employed deception, deceptive or unfair acts or practices, fraud, false  
8 pretense, false promises, misrepresentation, or concealment, suppression, or omission of any  
9 material fact with the intent that others rely on such concealment, suppression or omission,  
10 thereby engaging in unlawful practices as proscribed by the Arizona Consumer Fraud Act,  
11 A.R.S. § 44-1521, *et seq.*

12 18. While engaging in the acts and practice alleged above, Defendants Matthew  
13 Willes, Valley Delivery LLC, My Home Services LLC, Next Day Delivery LLC, and Next Day  
14 Holdings LLC acted willfully as defined by A.R.S. § 44-1531(B).

15 **ORDER**

16 Based on the foregoing findings, and good cause appearing therefore:

17 IT IS ORDERED, ADJUDGED AND DECREED:

18 19. Defendants Matthew Willes, Valley Delivery LLC, My Home Services LLC,  
19 Next Day Delivery LLC, and Next Day Holdings LLC are permanently enjoined from engaging  
20 in, directly or indirectly, any of the following activities:

21 a. distributing any advertisements that appear to be delivery slips, but are not  
22 delivery slips;

23 b. distributing advertisements that mislead consumers into believing the  
24 advertisements are something other than advertisements;

25 c. distributing any advertisements for the purpose of the collection and sale  
26 of consumers' personal information;

27 d. making misrepresentations in order to mislead consumers into providing  
28

1 consent to receive telephone solicitations;

2 e. selling any consumers' personal information that Defendants already have  
3 collected through their advertising practices; and

4 f. making telephone solicitations for Defendants' goods and services to  
5 consumers whose personal information previously was collected through Defendants'  
6 door tags.

7 20. Pursuant to A.R.S. § 44-1528(A) Defendants Matthew Willes, Valley Delivery  
8 LLC, My Home Services LLC, Next Day Delivery LLC, and Next Day Holdings LLC shall  
9 comply with the Arizona Consumer Fraud Act, as it is currently written or as amended in the  
10 future, to the extent such Act applies to any of their activities in the State of Arizona.


11 21. Pursuant to A.R.S. § 44-1531, the State is awarded judgment against Defendants  
12 Matthew Willes, Valley Delivery LLC, My Home Services LLC, Next Day Delivery LLC, and  
13 Next Day Holdings LLC, jointly and severally, in the amount of \$727,247.00, with interest  
14 thereon at the statutory rate of 9.50% each year pursuant to A.R.S. § 44-1201(B) until paid, as  
15 civil penalties.

16 22. Pursuant to Arizona Rules of Civil Procedure 54(f) and 55(b)(1)(A) and  
17 A.R.S. § 12-332, Defendants shall pay Plaintiff's costs in the amount of \$6,222.80, with  
18 interest thereon at the statutory rate of 9.50% each year from entry of this Default Judgment  
19 until paid.

20 23. Pursuant to Arizona Rules of Civil Procedure 54(g) and 55(b)(1)(B) and A.R.S.  
21 § 44-1534, Defendants shall pay Plaintiff's attorney fees in the amount of \$169,033.80, with  
22 interest thereon at the statutory rate of 9.50% each year from entry of this Default Judgment  
23 until paid.

24 24. No further matters remain pending, and this Default Judgment is entered pursuant  
25 to Arizona Rule of Civil Procedure 54(c).

26 DATED: 6/25/2024

  
27 Hon. Mary Cronin, Commissioner  
28 Maricopa County Superior Court