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8 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

9 **IN AND FOR THE COUNTY OF MARICOPA**

10 STATE OF ARIZONA, *ex rel.* MARK
BRNOVICH, Attorney General,

11 Plaintiff,

12 vs.

13 SONORAN OUTFITTERS ADVENTURES,
 14 LLC, an Arizona limited liability company;
 TODD BASIL RICE, in his individual capacity
 15 and as managing member of the limited liability
 company,

16 Defendant(s).
17

Case No.: CV2017-001047

CONSENT JUDGMENT

Assigned to the Honorable James Blomo

18 The State of Arizona filed a complaint alleging violations of the Arizona
 19 Consumer Fraud Act, Arizona Revised Statutes ("A.R.S.") § 44-1521, *et seq.* Defendant
 20 Sonoran Outfitters Adventures, LLC, and Defendant Todd Basil Rice (collectively
 21 referred to herein as "Defendants")¹ were served with a copy of the Complaint and have
 22 been fully advised of the right to a trial in this matter and have waived the same.
 23 Defendants admit that this Court has jurisdiction and stipulate that this Court may enter
 24 the following Findings of Fact, Conclusions of Law and Judgment.

25 _____
 26 ¹ Jennifer S. Rice is the wife of Todd Basil Rice, and she was named in the complaint solely to the extent that she had any ownership interest in funds considered to be community property. The State has agreed to dismiss the complaint as to Jennifer S. Rice, as part of the settlement agreement.

1 **FINDINGS OF FACT**

2 1. The Plaintiff is the State of Arizona, *ex rel.* Mark Brnovich, Attorney
3 General (the "State"), who is authorized to bring this action under the Arizona Consumer
4 Fraud Act, A.R.S. § 44-1521, *et seq.*

5 2. Defendant Sonoran Outfitters Adventures, LLC, is an Arizona limited
6 liability company that advertises and sells hunting, guiding, and trophy delivery services
7 to be performed in Arizona, New Mexico, Oregon, and Mexico.

8 3. Defendant Sonoran Outfitters Adventures, LLC, has its principal place of
9 business in Flagstaff, Arizona.

10 4. Defendant Todd Basil Rice is the sole managing member of Sonoran
11 Outfitters Adventures, LLC, and as such, with actual and/or constructive knowledge,
12 approved, endorsed, directed, ratified, controlled, or otherwise participated in the
13 unlawful acts and practices described below.

14 5. Defendant Todd Basil Rice is a resident of Coconino County, Arizona.

15 6. At all relevant times alleged in the Complaint, Defendant Todd Basil Rice
16 was acting on behalf of his marital community.

17 7. Between 2011 and 2017, Defendants failed to deliver hunting, guiding,
18 and/or trophy delivery services to consumers after consumers entered "Hunt Contracts"
19 for such services, and prepaid for these services to be performed.

20 8. Defendants did not refund consumers' payments after failing to provide
21 the prepaid services.

22 9. Between 2011 and 2017, Defendants promised consumers that, in
23 exchange for payments received from consumers, Defendants would obtain the requisite
24 hunting, guiding, and/or trophy delivery licenses, permits, and tags for the prepaid
25 hunting trips. Defendants failed to obtain the requisite hunting, guiding, and/or trophy
26

1 delivery licenses, permits, and tags, and never refunded the payments they received from
2 consumers.

3 **CONCLUSIONS OF LAW**

4 1. The actions described in paragraphs 1 through 9 above constitute violations
5 of the Arizona Consumer Fraud Act, A.R.S. § 44-1521, *et seq.*

6 2. While engaging in the acts and practices set forth above, Defendants were,
7 at all times, acting willfully as defined in A.R.S. § 44-1531(B).

8 **ORDER**

9 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

10 **A. INJUNCTIVE RELIEF:**

11 1. Defendants, along with their officers, agents, servants, employees,
12 attorneys, and any entity established by Defendants, and all persons in active concert or
13 participation with them who receive actual notice of this order by personal service or
14 otherwise, are prohibited from:

- 15 a. Engaging in any conduct in violation of A.R.S. § 44-1521, *et seq.*, as
16 it is currently written and as it may be amended;
- 17 b. failing to perform the hunting, guiding, and trophy delivery services
18 as promised to consumers unless Defendants fully refund all
19 payments accepted under any Hunt Contract within thirty (30) days
20 of any failure to perform such services as promised;
- 21 c. failing to adequately explain in writing all terms of any non-
22 refundable deposit;
- 23 d. failing to specify which portions of any Hunt Contract funds
24 constitute a deposit;
- 25 e. misrepresenting the terms of any refund policy and/or the status of
26 refunds owed to consumers;

- 1 f. failing to obtain required permits and licenses required for the
2 hunting, guiding and trophy delivery services as advertised and sold
3 to consumers; and
4 g. accepting payment in full and/or the final payment due from
5 consumers for hunting, guiding and trophy delivery services without
6 first obtaining required permits and licenses and demonstrating the
7 possession of such to consumers.

8 **B. MONETARY RELIEF:**

9 1. Claim and Issue Preclusive Effect of Consent Judgment. Defendants agree
10 that the facts alleged in the Complaint shall be taken as true, without further proof in any
11 bankruptcy case or subsequent civil litigation pursued by the State to enforce its rights to
12 any payment or money judgment owed, pursuant to this Consent Judgment, including,
13 but not limited to, an adversary proceeding to determine nondischargeability initiated in
14 connection with any bankruptcy case. For purposes of this paragraph and any subsequent
15 proceedings to enforce payment or otherwise, including, but not limited to, obtaining a
16 determination of nondischargeability in a bankruptcy proceeding, Defendants expressly
17 acknowledge, admit and agree, by execution below, that the admissions, Findings of Fact
18 and Conclusions of Law set forth in this Consent Judgment are enforceable in all
19 jurisdictions, including, but not limited to federal court and bankruptcy court, and waive
20 any right to contest any of the allegations in the Complaint, the stipulated Findings of
21 Fact and Conclusions of Law set forth in this Consent Judgment, and waive all applicable
22 appeal periods in all jurisdictions. Defendants stipulate and agree that the facts alleged in
23 this Complaint establish all elements necessary to sustain an action by the State, pursuant
24 to 11 U.S.C. § 523(a)(2)(A) and § 523(a)(7); there are no defenses thereto; and this Order
25 shall have claim preclusive and issue preclusive effect for such purposes.
26

1 2. Initial Restitution. Pursuant to A.R.S. § 44-1528(A)(2), Defendants, jointly
2 and severally, shall pay to the Arizona Attorney General's Office the amount of THIRTY
3 THOUSAND DOLLARS (\$30,000) in consumer restitution (the "Consumer Restitution
4 Award"), for the consumers who are expressly identified in Exhibit A to this Consent
5 Judgment. The Consumer Restitution Award is due on the date of entry of this Judgment.

6 a. Pursuant to A.R.S. §44-1531.01(B), the Consumer Restitution
7 Award shall be deposited by the Attorney General's Office into an interest-bearing
8 consumer restitution subaccount of the Consumer Restitution and Remediation Revolving
9 Fund and distributed to the consumers identified in Exhibit A by the Arizona Attorney
10 General's Office. The amount of restitution distributed to each consumer who is
11 identified in Exhibit A will be determined at the sole discretion of the Arizona Attorney
12 General.

13 b. The claims of consumers listed in Exhibit A that were made to the
14 Arizona Attorney General's Office against Defendants will be satisfied from the
15 Consumer Restitution Award.

16 c. In the event that the Consumer Restitution Award is not sufficient to
17 fully restore the actual losses sustained by the consumers identified in Exhibit A, the
18 Consumer Restitution Award shall be distributed to the consumers identified in Exhibit A
19 on a *pro rata* basis, at the sole discretion of the Arizona Attorney General. In the event
20 that any portion of the Consumer Restitution Award, or the amounts collected thereon,
21 cannot be distributed to consumers listed in Exhibit A, such portion shall be deposited by
22 the Attorney General's Office into the Consumer Protection-Consumer Fraud Revolving
23 Fund in accordance with A.R.S. § 44-1531.01, and used for the purposes specified
24 therein.

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26

1 3. Additional Restitution. Because the Consumer Restitution Award is
2 designated to restore only the consumers who are identified in Exhibit A to this Consent
3 Judgment, Defendants acknowledge that the Consumer Restitution Award will not restore
4 any additional eligible consumers. For purposes of this Consent Judgment, “eligible
5 consumers” means those consumers who made any payment to Defendants for hunting,
6 guiding, and/or trophy delivery services which were not performed as promised, who
7 have not received refunds from Defendants, and who have filed a complaint with the
8 Attorney General’s Office or do so within ninety (90) days after the date of entry of this
9 Consent Judgment. “Eligible consumers” does not include the consumers who are
10 expressly identified in Exhibit A to this Consent Judgment. Pursuant to A.R.S. § 44-
11 1528(A)(2), Defendants, jointly and severally, are ordered to pay to the Arizona Attorney
12 General’s Office additional restitution dollars (“Additional Consumer Restitution
13 Award”) in an amount not to exceed THIRTY THOUSAND DOLLARS (\$30,000), to
14 satisfy any claims made by eligible consumers. Any complaints against Defendants from
15 eligible consumers shall be handled as follows:

16 a. The Arizona Attorney General’s Office shall provide to Defendants
17 copies of sworn consumer complaints against Defendants from eligible consumers,
18 including the consumer restitution amounts that the Arizona Attorney General’s Office
19 maintains is owed to each eligible consumer. The Arizona Attorney General’s Office
20 agrees to exclude from this restitution calculation any amounts that eligible consumers
21 were awarded in a final judgment in a separate proceeding.

22 b. To the extent Defendants object to the additional restitution amounts
23 demanded by the Arizona Attorney General’s Office on behalf of eligible consumers,
24 Defendants shall, within fourteen (14) calendar days of receipt of the demand, respond in
25 writing to the Arizona Attorney General’s Office, laying out specific, good-faith grounds
26 for the objection. Failure of Defendants to do so shall constitute a waiver of any

1 objection. In the event of a dispute, the parties agree to negotiate such restitution
2 amounts in good faith.

3 c. The total amount of the Additional Consumer Restitution Award
4 shall be finalized within one hundred twenty-five (125) days from the date of entry of this
5 Consent Judgment, and a separate Proposed Order shall be submitted to the Court,
6 outlining any amounts owed as part of the Additional Consumer Restitution Award. In
7 the event that the Additional Consumer Restitution Award is not sufficient to fully restore
8 the actual losses sustained by eligible consumers, the Additional Consumer Restitution
9 Award shall be distributed to eligible consumers on a *pro rata* basis, at the sole discretion
10 of the Arizona Attorney General. In the event that any portion of the Additional
11 Consumer Restitution Award, or the amounts collected thereon, cannot be distributed to
12 Eligible Consumers, such portion shall be deposited by the Attorney General's Office
13 into the Consumer Protection – Consumer Fraud Revolving Fund in accordance with
14 A.R.S. § 44-1531.01, and used for the purposes specified therein.

15 d. For a period beginning with the date of entry of the Consent
16 Judgment and ending ninety (90) days thereafter, Defendants agree to forward all
17 complaints received to the Arizona Attorney General's Office within five (5) calendar
18 days of receipt.

19 e. Pursuant to A.R.S. §44-1531.01(B), the Additional Consumer
20 Restitution Award shall be deposited by the Attorney General's Office into an interest-
21 bearing consumer restitution subaccount of the Consumer Restitution and Remediation
22 Revolving Fund and distributed to additional consumers by the Attorney General's
23 Office.

24 4. Civil Penalties. Defendants, jointly and severally, shall pay to the Arizona
25 Attorney General's Office the amount of TEN THOUSAND DOLLARS (\$10,000) in
26 civil penalties (the "Civil Penalty Award") due on the date of the entry of this Judgment,

1 to be deposited into the Consumer Protection – Consumer Fraud Revolving Fund, in
2 accordance with A.R.S. § 44-1531.01, and used for the purposes set forth therein.

3 5. Costs and Fees. Defendants, jointly and severally, shall pay to the Arizona
4 Attorney General’s Office the amount of FIVE THOUSAND DOLLARS (\$5,000) as the
5 State’s investigative costs and reasonable attorneys’ fees (the “Costs and Fees Award”),
6 due on the date of entry of this Judgment, to be deposited by the Attorney General into
7 the Consumer Protection—Consumer Fraud Revolving Fund, in accordance with A.R.S.
8 § 44-1531.01, and used for the purposes set forth therein.

9 6. Payment Terms for the Consumer Restitution Award, Civil Penalties
10 Award, and Costs and Fees Award. On March 1, 2018, Defendants shall pay to the
11 Arizona Attorney General the amount of FIFTEEN THOUSAND DOLLARS (\$15,000).
12 Commencing on April 1, 2018, and on the same day of each month thereafter for a period
13 of thirty-five (35) months, Defendants shall make consecutive monthly payments of
14 \$833.33 each. On March 1, 2021, Defendants shall pay to the Arizona Attorney General
15 a payment in the amount of \$833.45, which will constitute the final payment, and satisfy
16 all amounts owed under the Consumer Restitution Award, Civil Penalties Award, and
17 Costs and Fees Award.

18 7. Payment Terms for the Additional Consumer Restitution Award. If an
19 Additional Consumer Restitution Award is owed, as provided for in section B(3) above,
20 and finalized within one hundred and twenty-five days (125) from the date of entry of
21 this Consent Judgment, commencing on May 1, 2018, and on the same day of each month
22 thereafter, Defendants shall make consecutive monthly payments of \$833.33—in addition
23 to the monthly payments provided for in paragraph B(6) above—until the balance of the
24 Additional Consumer Restitution Award is paid in full.

25 8. Manner of Payment. The payments required herein shall be paid in the form
26 of cashier’s checks or money orders made payable to the Arizona Attorney General’s

1 Office, to be delivered, or mailed and postmarked, to the Arizona Attorney General's
2 Office, 2005 N. Central Avenue, Phoenix, AZ 85004-1592, by the date the payment is
3 due.

4 9. Acceleration of Amounts Due Upon Default. Any failure by Defendants to
5 make a payment obligation imposed by this Judgment within fourteen (14) days of the
6 date due constitutes default. In the event of a default, and in addition to any other relief
7 and remedy elected or pursued by the State, all payments set forth herein against
8 Defendants shall be accelerated and shall become due and owing in their entirety as of
9 the date of the default, with interest accruing at the statutory rate for the full amount
10 owing as of that date. If all payments are made in a timely fashion, the amounts owed
11 under this Consent Judgment shall bear no interest or collection costs.

12 10. Enforcement. If upon motion by the State, this Court finds that Defendants
13 materially breached this Consent Judgment, then the remaining unpaid amounts due and
14 accrued interest thereon from the effective date of the Consent Judgment shall become
15 due immediately, and the State may pursue enforcement of this Consent Judgment as
16 permitted by law against Defendants. In addition, this Court shall enter an order
17 requiring Defendants to pay an additional civil penalty, pursuant to A.R.S. § 44-1532, in
18 an amount equal to TWENTY-FIVE THOUSAND DOLLARS (\$25,000) per violation.
19 For purposes of this paragraph and any subsequent proceedings to enforce payment or
20 otherwise, including, but not limited to, obtaining a determination of nondischargeability
21 in a bankruptcy proceeding, Defendants expressly acknowledge, admit and agree, by
22 execution below, that the admissions, Findings of Fact and Conclusions of Law set forth
23 in this Consent Judgment are enforceable in all jurisdictions, including, but not limited to,
24 federal court and bankruptcy court, and waive any right to contest any of the allegations
25 in the Complaint, the stipulated Findings of Fact and Conclusions of Law set forth in this
26

1 Consent Judgment, and waive all defenses and applicable appeal periods in all
2 jurisdictions.

3 11. No Approval by State or Attorney General. Defendants shall not represent
4 or imply that the Attorney General, the State of Arizona, or any agency thereof has
5 approved any of its actions in Arizona or has approved any of its past, present or future
6 business practices in Arizona, and Defendants are enjoined from directly or indirectly
7 representing anything to the contrary.

8 12. Severability. If any portion of this Consent Judgment is held invalid by
9 operation of law, the remaining terms thereof shall not be affected and shall remain in full
10 force and effect.

11 13. Jurisdiction. Jurisdiction is retained by this Court for the purpose of
12 entertaining an application by the State for the enforcement of this Judgment.

13 14. Effective Date. This Consent Judgment is effective when entered by the
14 Court.

15 15. No Reason for Delay. Pursuant to rule 54(b) of the Rules of Civil
16 Procedure, the Court has determined there is no just reason for delay and it is therefore
17 directed that Judgment as provided herein shall be entered forthwith.

18 DATED this _____ day of _____, 20____.

19
20 _____
21 JUDGE OF THE SUPERIOR COURT
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CONSENT TO JUDGMENT

1. Defendants acknowledge that they were served with a copy of the Summons and Complaint, have read the Findings of Fact, Conclusions of Law and Order, are aware of their rights to a trial in this matter and have waived the same.
2. Defendants admit the jurisdiction of this Court, admit that the Findings of Fact are true and that the Conclusions of Law are correct and consent to the entry of the foregoing Findings of Fact, Conclusions of Law and Order.
3. Defendants state that no promise of any kind or nature whatsoever was made to induce them to enter into this Consent Judgment and declares that they have entered into this Consent Judgment voluntarily.
4. This Consent Judgment is entered as a result of a compromise and a settlement agreement between the parties. Only the parties to this action may seek enforcement of this Consent Judgment. Nothing herein is intended to create a private right of action by other parties; however, this Consent Judgment shall not limit the rights of any private party to pursue and remedies allowed by law.
5. Defendant Sonoran Adventures Outfitters, LLC, represents and warrants that the person signing below on its behalf is duly appointed and authorized to do so.

DATED this 30 day of November, 2017.

By:  _____

Todd Basil Rice, managing member of
Sonoran Outfitters Adventures, LLC

By:  _____

Todd Basil Rice, in his individual capacity

APPROVED AS TO FORM AND CONTENT:

MARK BRNOVICH
Attorney General

Aspey, Watkins & Diesel PLLC

By: *Amanda M. Parker*

Kathryn Mahady

Amanda M. Parker
Assistant Attorney General
Attorneys for Plaintiff

Kathryn Mahady
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120 Soldiers Pass Rd.
Sedona, AZ 86336
Attorneys for Defendants

Document electronically transmitted
to the Clerk of the Court for filing using
AZTurboCourt this 4th day of ~~November~~, 2017.
December

COPY of the foregoing mailed
this 4th day of ~~November~~, 2017 to:
December

Kathryn Mahady
Aspey, Watkins & Diesel PLLC
120 Soldiers Pass Rd.
Sedona, AZ 86336

Patricia A. Daigle
6634708

EXHIBIT A

1

2

3

John R.

4

Scott N.

5

Duane D.

6

Ken D.

7

Chester D.

8

Benjamin L.

9

Michael P.

10

Henry K.

11

Joe K.

12

Paul D.

13

14

15

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17

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eSignature Page 1 of 1

Filing ID: 8961283 Case Number: CV2017-001047
Original Filing ID: 8899025

Granted as Submitted



/S/ Margaret Mahoney Date: 12/29/2017
Judicial Officer of Superior Court

ENDORSEMENT PAGE

CASE NUMBER: CV2017-001047

SIGNATURE DATE: 12/29/2017

E-FILING ID #: 8961283

FILED DATE: 1/2/2018 8:00:00 AM

KATHRYN GRACE MAHADY

PAMELA ROBYN POOLE