

1 **MARK BRNOVICH**
2 **ATTORNEY GENERAL**
3 Firm State Bar No. 14000
4 ALYSE C. MEISLIK (BAR NO. 024052)
5 ASSISTANT ATTORNEY GENERAL
6 OFFICE OF THE ATTORNEY GENERAL
7 2005 North Central Avenue
8 Phoenix, AZ 85004-1592
9 Telephone: (602) 542-3725
10 Email: consumer@azag.gov
11 Alyse.Meislik@azag.gov
12 *Attorneys for the State of Arizona*

10 **SUPERIOR COURT OF ARIZONA**
11 **IN MARICOPA COUNTY**

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

14 Plaintiff,

15 v.

16 MARK ANTHONY SMITH and DEBORAH
17 ANN BUTLER, individually and as husband
18 and wife, d/b/a CMS FINANCIAL GROUP,
19 JOHN LEE GROUP & ASSOCIATES, and
20 TD FINANCIAL SOLUTIONS GROUP AZ

21 Defendants.

Case No.: CV2020-011728

**STIPULATED CONSENT JUDGMENT
AS TO DEFENDANT MARK ANTHONY
SMITH**

(Tier 3 Case)

(Assigned to the Hon. M. Scott McCoy)

22
23 The State of Arizona, *ex rel.* Mark Brnovich, the Attorney General (the “State”), filed a
24 Complaint alleging violations of the Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 to -1534
25 (the “CFA”), and Mark Anthony Smith and Deborah Ann Butler, d/b/a CMS Financial Group,
26 John Lee Group & Associates, and TD Financial Solutions Group AZ (collectively
27 “Defendants”). Defendant Mark Anthony Smith (“Defendant Smith”) was served with a copy
28 of the Complaint, has been advised of the right to a trial in this matter, and has waived the

1 same. Defendant Smith admits the jurisdiction of this Court over the subject matter and parties,
2 stipulates that this Court may enter the following Findings of Fact, Conclusions of Law and
3 Judgment, and acknowledges that this Court will retain jurisdiction for the purpose of enforcing
4 this Consent Judgment. Defendant Smith has consented and stipulated to entry of this Consent
5 Judgment to compromise and settle claims in connection with an investigation and lawsuit
6 under the CFA and not out of any admission of guilt, wrongdoing, violation, or sanction.

7 **PARTIES**

8 1. The State is authorized to bring this action under the CFA.

9 2. Defendant Smith is a resident of Maricopa County, Arizona. Defendant Smith is
10 an owner, the Chief Executive Officer, and the manager of Arizona debt collection businesses
11 that operated under the registered trade names of CMS Financial Group, John Lee Group and
12 Associates, and TD Financial Solutions Group AZ.

13 3. Defendant Deborah Ann Butler (“Defendant Butler”) is a resident of Maricopa
14 County, Arizona. Defendant Butler registered and owns the trade names CMS Financial Group,
15 John Lee Group and Associates, and TD Financial Solutions Group AZ. Defendant Butler is the
16 Chief Financial Officer, opened bank accounts, trained administrative and secretarial
17 employees, distributed payroll, received payments, and made financial deposits for the
18 businesses.

19 4. Defendant Smith acted on behalf of his sole and separate property.

20 5. Defendant Butler acted on behalf of her sole and separate property.

21 6. Defendant Smith and Defendant Butler have been husband and wife since July
22 20, 2019. Since July 20, 2019, Defendant Smith and Defendant Butler acted for and on behalf
23 of their marital community as well as their sole and separate property.

24 7. Defendants operated through the trade name CMS Financial Group in Phoenix,
25 Arizona from approximately October 21, 2015 until approximately March 23, 2021.

26 8. Defendants operated through the trade name John Lee Group and Associates in
27 Phoenix, Arizona from approximately April 5, 2016 until May 2017.

28 . . .

9. Defendants operated through the trade name TD Financial Solutions Group AZ in Phoenix, Arizona from approximately April 15, 2016 until June 2017.

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

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

12. Venue is proper in Maricopa County pursuant to A.R.S. § 12-401.

FINDINGS OF FACT

13. The State alleges that the Defendants engaged in the conduct described in paragraphs 14 through 43. Defendant Smith denies such allegations.

14. Defendants engaged in fraudulent consumer debt collection services by regularly collecting or attempting to collect debts from consumers that Defendants had no authority to collect.

15. Defendants regularly attempted to collect on alleged debts by placing telephone calls from Arizona to alleged consumer debtors nationwide.

16. Defendants did not have ownership of the debt nor the right to collect the debt they collected or attempted to collect from consumers.

17. Although the State demanded that Defendants provide any proof of their ownership or authority to collect the debt, Defendants were unable or unwilling to do so.

18. Defendants collected or attempted to collect debts allegedly owed by consumers by making false or misleading statements, including representations that a civil or criminal action was filed or was imminent, and would result in adverse consequences, including arrest and incarceration, unless consumers promptly paid or otherwise cooperated with Defendants.

19. Defendants falsely represented themselves on debt collection calls as law enforcement officers, government officials, and process servers in order to scare or intimidate consumers into paying debts that were allegedly owed.

• • •

1 20. Defendants frequently used call spoofing software for their collection calls to
2 reinforce their claims that they were law enforcement officers, government officials, or process
3 servers by making it appear as though calls originated from courthouses, sheriffs' offices, jails,
4 or other public offices.

5 21. For the spoofed numbers, Defendants typically used fax numbers at various
6 public offices, which made it more difficult for consumers to use caller ID or call the number
7 back to verify who called.

8 22. Between January 1, 2016 and April 7, 2021, Defendants used call spoofing
9 software to make approximately 75,655 calls to consumers.

10 23. While impersonating law enforcement officers or process servers, Defendants
11 called and left voicemails for consumers in which they attempted to convince consumers that
12 civil legal actions had been initiated against them by providing case numbers and making
13 statements such as that consumers had an "SC 100 Summons and Complaint," were being
14 "summoned" to court, and/or needed to be "served."

15 24. In Defendants' voicemails impersonating law enforcement officers or process
16 servers, Defendants created a false sense of urgency for consumers to return their calls by
17 making false claims such as saying that this is a "time sensitive" or "urgent" situation, that
18 consumers could have an "FTA" or "Failure to Appear," that consumers could be found in
19 "contempt of court," and/or that legal actions would continue without the consumers'
20 participation if consumers did not respond quickly and call the phone number Defendants left
21 on the voicemails.

22 25. In Defendants' voicemails impersonating law enforcement officers and process
23 servers, Defendants often made false threats that they were going to go out to consumers'
24 "POE" or "place of employment" to serve consumers with court papers if they did not return
25 Defendants' calls.

26 26. For example, Defendants left the following voicemail for one consumer:

27 Hello, this is Officer Anderson out of Orange County. I am trying to
28 reach a [consumer's name]. I have an SC 100, which is a Summons

1 and Complaint that we have been trying to get a hold of you on.
2 Now I am not quite sure what has taken place here, but it appears
3 that dispatch has made several attempts to get a hold of you, but they
4 have been unsuccessful. Listen, at this point in time, we are trying
5 to make sure you don't receive an FTA, which is a failure to appear
6 and be held in contempt of court. So, I do have a number to the
7 issuing agency. The number is 833-277-4484. There is a case
8 number associated with this. That case number is C as in Charlie; V
9 as in Victor 0200-0139. Again, I would make contact with these
10 folks immediately. If in fact my lieutenant gives me further
11 instructions here shortly that you are still not in compliance—
12 unfortunately, umm Mr. [consumer's name], we are going to have to
13 serve you at your place of employment. We are trying to avoid any
14 embarrassment or we are trying to make sure that you do receive
15 these documents. Thank you.

12 27. While impersonating law enforcement, Defendants also called consumers' family
13 members and employers regarding consumers' alleged debts. During these calls, Defendants
14 recited badge numbers to substantiate their claims that they were law enforcement; told people
15 they called that the consumers had a criminal or civil case, and/or notified people that the
16 consumers would be arrested if Defendants did not hear back from them.

17 28. Defendants provided consumers' personal information, such as the last four
18 digits of consumers' social security numbers, old addresses, and drivers' license numbers,
19 which Defendants used in order to misrepresent their authority.

20 29. When Defendants were not pretending to be law enforcement, Defendants
21 typically expressly claimed to be or implied that they were attorneys, employed by attorneys, or
22 calling on behalf of an attorney or law firm.

23 30. Defendants expressly claimed to be or implied that they were attorneys or
24 associated with attorneys or law firms by making representations such as calling themselves the
25 "litigation department," the "director of litigation," head of the "legal team," the "litigation
26 manager," a "lawyer," a "paralegal," or referring to themselves as "CMS Legal Group" or
27 "CMS Law Office."
28

1 31. For example, Defendants left a second voicemail for the consumer that received
2 the voicemail in paragraph 26 saying the following:

3 Uh [consumer name], this is Patrick Stevens with CMS Law Office.
4 I spoke with you yesterday. I spoke with you regarding the revised
5 payment arrangement for the 250 today. We haven't heard from you
6 with the tracking numbers so go ahead and give me a call back as
7 soon as you get the message here. The number is 833-277-4484 and
8 my extension is 135. I'll hold the case for an hour. Go ahead and
9 give me a call back. Unfortunately, if not, we will have to go ahead
and have you served and move forward with due process. Thank
you.

10 32. Defendants were not a law firm and did not work with, on behalf of, or refer
11 matters to attorneys or law firms for their debt collection activities.

12 33. Defendants used the threat of lawsuits to intimidate consumers into paying
13 Defendants for alleged debts.

14 34. Defendants had no authority to institute legal actions and never had brought a
15 lawsuit against a consumer for failing to pay a debt.

16 35. Defendants misrepresented that if consumers did not pay Defendants immediately
17 the amounts allegedly due or the amounts for which Defendants offered to settle, consumers
18 would be required to pay substantially greater sums of money for court costs and attorneys'
19 fees.

20 36. Despite the fact that Defendants had no authority to do so, Defendants threatened
21 to file lawsuits; serve summonses; garnish wages and tax returns; place liens on house and car
22 titles; freeze bank accounts; file to have consumers' drivers licenses suspended; send out law
23 enforcement to consumers' houses, their relatives' houses, and/or place of employment; and/or
24 have consumers arrested if consumers did not pay Defendants immediately the alleged debts
25 owed or amounts demanded by Defendants.

26 37. In many instances, when consumers requested that Defendants provide a
27 verification of the debt, which Defendants were required to do pursuant to 15 U.S. Code
28 § 1692(g), Defendants told consumers that they must pay Defendants before Defendants would

1 verify the debts.

2 38. Despite the fact that none of Defendants' businesses were law firms or associated
3 with law firms, Defendants sent consumers correspondence that included an email address of
4 admin@cmslegalgroup.com in the letterhead to imply that consumers were entering into an
5 agreement with a law firm.

6 39. After convincing consumers either to pay alleged debts in full or "settle" alleged
7 debts for a lower amount and/or with a payment plan, Defendants typically emailed consumers
8 a document that they required consumers to sign electronically ("Settlement Agreement"). The
9 following is a sample Settlement Agreement:

10 ...

11 ...

12 ...

13 ...

14 ...

15 ...

16 ...

17 ...

18 ...

19 ...

20 ...

21 ...

22 ...

23 ...

24 ...

25 ...

26 ...

27 ...

28 ...

EMAIL |ADMIN@CMSLEGALGROUP.COM | PHONE | 602.666.9988| FAX 855.710.7672

1241 EAST WASHINGTON ST, STE 102 PHOENIX, AZ 85034



6/12/2019

Original Creditor: PURCHASING POWER LLC
Original Account: [REDACTED]
Tax Payer ID/ SSN: XXX-XX- [REDACTED]
Case Number: 2018-155844
Balance In Full: \$6,189.25
Settlement Offer: \$2,500.00

We thank you for the agreement you have entered within our office to meet your obligations in regards to the Account Claim 2018-155844. If arrangements for the prompt payment of this debt are not made on the agreed upon date, we will proceed to file suit against you in your current county. Should any payment be received more than 1 day late, we reserve the right to move forward with suit for the balance owing plus court costs and reasonable attorney's fees.

Upon successful payment of the compromised amount, CMS Financial agrees to modify any negative information that may have been placed on the debtor's credit report. Finalized payment of this account will end your obligation for the above referenced debt and a release of liability letter will be issued for your records. Thank you for cooperation herein.

Your payment options are as follows:

Overnight (next Day delivery) USPS Money Order or Cashier's Check mailed to:

CMS Financial
3145 E Chandler Blvd, Ste. 110 - #438
Phoenix, AZ 85048

Payment(s) as follows:

6/13/19 \$500.00
6/14/19 \$500.00
7/26/19 \$750.00
8/30/19 \$750.00

Money Order Serial #: NA

Carrier Tracking #: NA

Estimated Date of Delivery: 6-14-19

Please sign this Authorization for our records to validate your settlement agreement.

Signature: _____ Date: 12 / 06 / 2019

Phone Number: _____

Doc ID: 8a484a0d8b4f50bdfaaaf2008bae11b92acff153

40. Defendants had no legal authority or intention to institute legal actions; nevertheless, Defendants' Settlement Agreement represented that "[i]f arrangements for the prompt payment of this debt are not made on the agreed upon date, we will proceed to file suit against you in your current county. Should any payment be received more than 1 day late, we reserve the right to move forward with suit for the balance owing plus court costs and reasonable attorney's fees."

41. Defendants' Settlement Agreement stated that, "[u]pon successful payment of the compromised amount, CMS Financial agrees to modify any negative information that may have been placed on the debtor's credit report"; however, Defendants did not report to credit agencies when consumers paid money to them and did not have the ability or authority to modify any negative information that may have been placed on a debtor's credit report.

42. Even though Defendants, in many cases, did not have ownership of the debts or the right to collect the debts, Defendants' Settlement Agreement stated that "[f]inalized payment of this account will end your obligation for the above referenced debt."

43. Defendants have reaped considerable profits from their combination of aggressive misrepresentations and unsubstantiated or false claims that consumers owe debts. Since October 2015, Defendants processed and collected at least \$1,627,059 in consumer payments.

CONCLUSIONS OF LAW

44. The State alleges that Defendant Smith violated the CFA by engaging in or directing others to engage in the actions described in paragraphs 14 through 43 above.

45. The State alleges that Defendant Smith was acting willfully, as defined by A.R.S. § 44-1531(B), while engaging in the acts, practices, and conduct described in the preceding paragraphs of this Consent Judgment.

46. The State alleges that, pursuant to the CFA, Defendant Smith's violations entitle the State to relief necessary to prevent the unlawful acts and practices described in this Consent Judgment and to remedy the consequences of past unlawful practices.

• • •

• • •

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

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

Definitions

47. For purposes of this Order, the following definitions apply:

- a. “Debt” means any obligation or alleged obligation to pay money arising out of a transaction, whether or not such obligation has been reduced to judgment.
- b. “Debt collection activities” means any activities of a debt collector to collect or attempt to collect, directly or indirectly, a debt owed or due, or asserted to be owed or due.
- c. “Debt collector” means any person who engages in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another. The term also includes any person or entity to the extent such person or entity collects or attempts to collect any debt that was in default at the time it was obtained by such person or entity.

Injunctive Provisions

48. The injunctive relief set forth in this Consent Judgment is binding upon any of the following that receive actual notice of this Consent Judgment through personal service or otherwise: (a) Defendant Smith and (b) his officers, agents, servants, employees, and attorneys.

49. Pursuant to A.R.S. § 44-1528, Defendant Smith permanently is enjoined, restrained, and prohibited from:

- a. Engaging in any conduct in violation of the CFA, A.R.S. §§ 44-1521 to 44-1534;
- b. Participating in any debt collection activities;
- c. Cashing any checks or accepting any payments or monies from consumers, clients, or customers associated with Defendants' debt collection activities;
- d. Advertising, marketing, promoting, offering for sale, selling, or buying any consumer or commercial debt, or any information regarding a consumer relating

1 to a debt,

- 2 e. Engaging in, receiving any remuneration of any kind whatsoever from, holding
3 any ownership interest, share, or stock in, or serving as an officer, director,
4 trustee, manager, employee, independent contractor, or agent of a debt collector;
5 f. Threatening to take action that is not lawful or that Defendant Smith, his
6 employees, agents, or independent contractors do not intend to take, including,
7 but not limited to threats to file lawsuits against consumers, arrest consumers,
8 imprison consumers, and seize or garnish consumer's property, tax returns, or
9 wages;
10 g. Misrepresenting, or assisting others who are misrepresenting, expressly or by
11 implication, orally or in writing, that Defendant Smith, his employees, agents, or
12 independent contractors are affiliated with government entities, including courts,
13 law enforcement agencies, and process servers;
14 h. Misrepresenting, or assisting others who are misrepresenting, expressly or by
15 implication, orally or in writing, that Defendant Smith, his employees, agents, or
16 independent contractors are attorneys or acting on behalf of or associated with
17 attorneys or law firms;
18 i. Engaging in the practice of "spoofing" phone numbers, whereby Defendant
19 Smith, his employees, agents, or independent contractors transmit misleading or
20 inaccurate telephone numbers through the caller identification service;
21 j. Using any false representation or deceptive means to collect or attempt to collect
22 a debt; and
23 k. Disclosing, selling, using, or benefitting from consumer information relating to a
24 debt, including the name, address, telephone number, email address, Social
25 Security number, other identifying information, or any data that enables access to
26 a consumer's account (including a credit card, bank account, or other financial
27 account) that any defendant obtained prior to entry of this Order.
28

1 **Payment Provisions**

2 50. Pursuant to A.R.S. § 44-1528(A)(2), Defendant Smith, individually and as to his
3 interest in the community property of Defendant Smith and Defendant Butler, is obligated to
4 pay to the Attorney General the amount of \$1,627,059 (“§ 44-1528(A)(2) Award”), due within
5 10 days after entry of this Consent Judgment with interest accruing thereon at the statutory rate
6 until paid, to be deposited into an interest-bearing consumer restitution subaccount of the
7 Consumer Restitution and Remediation Revolving Fund and to be distributed to eligible
8 consumers by the Attorney General’s Office, pursuant to A.R.S. § 44-1531.02(B). Defendant
9 Smith and his marital community’s § 44-1528(A)(2) Award will be considered paid in full upon
10 the earlier of (a) payment of the § 44-1528(A)(2) Award by Defendant Smith or (b) payment of
11 the § 44-1528(A)(2) Award by Defendant Butler.

- 12 a. For purposes of this Consent Judgment, “eligible consumers” includes consumers
13 who, in the sole discretion of the Attorney General’s Office, paid money to
14 Defendants as a result of a business practice that violated the CFA, as alleged in
15 the Findings of Fact.
- 16 b. The State will have sole discretion as to how and when monetary amounts are
17 distributed to consumers and the eligibility of any consumer to receive monetary
18 amounts. The Attorney General’s Office will prioritize its initial monetary
19 distribution to eligible consumers who filed complaints and who file a complaint
20 with the Attorney General’s Office prior to or within 90 days after this Consent
21 Judgment’s entry.
- 22 c. In the event that any portion of the monetary amounts ordered herein cannot be
23 distributed to eligible consumers, or the monetary amounts ordered herein
24 exceeds the amount of funds needed for eligible consumers, such portion shall be
25 deposited by the Attorney General’s Office into the Consumer Protection-
26 Consumer Fraud Revolving Fund pursuant to A.R.S. § 44-1531.01, and used for
27 the purposes set forth therein
28

1 51. Pursuant to A.R.S. § 44-1531(A), Defendant Smith, individually and as to his
2 interest in the community property of Defendant Smith and Defendant Butler, is obligated to
3 pay to the Attorney General the amount of \$900,000 (“§ 44-1531(A) Award”), due within 10
4 days after entry of this Consent Judgment with interest accruing thereon at the rate of 4.5%
5 until paid, to be deposited into the Consumer Protection-Consumer Fraud Revolving Fund
6 pursuant to A.R.S. § 44-1531.01, and used for the purposes set forth therein. Defendant Smith
7 and his marital community’s § 44-1531(A) Award will be considered paid in full upon the
8 earlier of (a) payment of the § 44-1531(A) Award by Defendant Smith or (b) payment of the
9 § 44-1531(A) Award by Defendant Butler.
10

11 52. If the § 44-1528(A)(2) Award is paid in its entirety, the State agrees to forego
12 collection of \$700,000 of the § 44-1531(A) Award and all interest accrued on the \$700,000
13 amount.

14 53. The payments required herein must be paid in the form of cashier’s checks or
15 money orders made payable to “The State of Arizona,” or by wire transfer according to
16 instructions supplied by the State. Payment must be delivered, or mailed and postmarked, to:

17 Consumer Protection and Advocacy Section
18 The Office of the Arizona Attorney General
19 2005 North Central Avenue
20 Phoenix, Arizona 85004-1592

21 54. Each partial payment made by either Defendant Smith or Defendant Butler will
22 be applied first to the § 44-1528(A)(2) Award, then to the § 44-1531(A) Award, and then, if
23 applicable, to any interest owed.

24 55. Defendant Smith agrees that the facts as alleged in the Complaint in this action
25 and the Findings of Fact and Conclusions of Law in this Consent Judgment will be taken as true
26 without further proof in any bankruptcy case or subsequent civil litigation pursued by the State
27 to enforce its rights to any payment or money judgment pursuant to this Consent Judgment,
28 including, but not limited to, a non-dischargeability complaint in any bankruptcy case.

1 56. Defendant Smith stipulates by entering this Consent Judgment that the Findings
2 of Fact and Conclusions of Law set forth herein establish all elements necessary to sustain an
3 action by the State pursuant to Section 523(a)(2)(A) and Section 523(a)(7) of the Bankruptcy
4 Code, 11 U.S.C. § 523(a), and that this Order will have res judicata and collateral estoppel
5 effect for such purposes and proceedings to enforce payment, including, but not limited to, a
6 non-dischargeability complaint filed in a bankruptcy proceeding, and Defendant Smith waives
7 any right to contest any of the allegations in the State's Complaint in any such proceedings to
8 enforce payment.

9 57. Defendant Smith warrants and represents that there is not any pending case,
10 proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation,
11 dissolution, or recomposition of Defendant Smith or his debts under any law relating to
12 bankruptcy, insolvency, reorganization, or the relief of debtors, or seeking the appointment of a
13 receiver, trustee, custodian, or other similar official for Defendant Smith. Defendant Smith
14 further warrants and represents that he will not file, or cause to be filed, any such case,
15 proceeding, or other action prior to 91 days after complete payment of all amounts due under
16 this Consent Judgment. If Defendant Smith does file or cause to be filed such a case,
17 proceeding, or other action prior to the expiration of that time, then the State will have the right,
18 at its sole discretion, to treat that as a material breach of this Consent Judgment, reopen
19 proceedings, and proceed with this case as though this Consent Judgment had not been entered,
20 provided that Defendant Smith will be entitled to an offset for any amount Defendant Smith or
21 Defendant Butler already paid to the State under this Consent Judgment.

22 58. Defendant Smith must provide the State with written notice within 15 days of
23 Defendant Smith filing or causing to be filed any case, proceeding, or other action seeking
24 reorganization, arrangement, adjustment, liquidation, dissolution, or recomposition of
25 Defendant Smith or his debts under any law relating to bankruptcy, insolvency, reorganization,
26 or the relief of debtors, or seeking the appointment of a receiver, trustee, custodian, or other
27 similar official prior to complete payment of all amounts due under this Consent Judgment. In
28 the event of a material breach of this Consent Judgment, in addition to all other remedies

1 available under Arizona law and the penalties specifically provided under A.R.S. § 44-1532,
2 the State may, in its sole discretion, reopen proceedings and continue with this case as though
3 this Consent Judgment had not been entered, provided that Defendant Smith will be entitled to
4 an offset for any amount actually paid to the State.

5 59. Defendant Smith acknowledges by the execution hereof that this Consent
6 Judgment constitutes a complete settlement of the allegations against Defendant Smith as
7 contained in this Consent Judgment, and the State agrees not to institute any civil action against
8 Defendant Smith or his employees or agents for the violations of the CFA described herein.
9 Notwithstanding the foregoing, the State may institute an action or proceeding to enforce the
10 terms and provisions of this Consent Judgment, take action based on future conduct by
11 Defendants, take action based on past conduct not specified in this Consent Judgment, and/or
12 institute an action or proceeding to prevent the discharge of any debt acquired through this
13 Consent judgment.

14 **General Provisions**

15 60. Nothing in this Consent Judgment will be construed as an approval by the
16 Attorney General, the Court, the State of Arizona, or any agency thereof of Defendant Smith's
17 past, present, or future conduct. Defendant Smith must not represent or imply that the Attorney
18 General, the Court, the State of Arizona, or any agency thereof has approved or approves of any
19 of Defendant Smith's actions or any of Defendant Smith's past, present or future business
20 practices.

21 61. This Consent Judgment represents the entire agreement between the parties, and
22 there are no representations, agreements, arrangements, or understandings, oral or written,
23 between the parties relating to the subject matter of this Consent Judgment which are not fully
24 expressed herein or attached hereto.

25 62. If any portion of this Consent Judgment is held invalid by operation of law, the
26 remaining terms thereof will not be affected and will remain in full force and effect.

27 63. Jurisdiction is retained by this Court for the purpose of entertaining an application
28 by the State for the enforcement of this Consent Judgment.

64. This Consent Judgment is the result of a compromise between the parties. Only the State may seek enforcement of this Consent Judgment. Nothing herein is intended to create a private right of action by other parties.

65. This Consent Judgment does not limit the rights of any private party to pursue any remedies allowed by law.

66. The effective date of this Consent Judgment is the date that it is entered by the Court.

67. This Consent Judgment may be executed by the parties in counterparts and be delivered by facsimile or electronic transmission, or a copy thereof, such constituting an original counterpart hereof, all of which together will constitute one and the same document.

68. This Consent Judgment resolves all outstanding claims expressly identified in the Complaint as to Defendant Smith. Finding no just reason for delay, the Court enters this final judgment pursuant to Ariz. R. Civ. P. 54(b).

DATED this _____ day of _____, 2022.

JUDGE OF THE SUPERIOR COURT

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

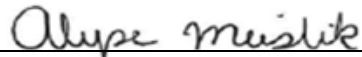
-17-

1 **APPROVED AS TO FORM AND CONTENT:**

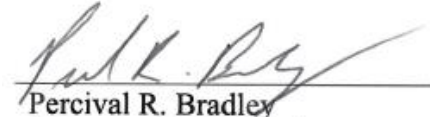
2 **MARK BRNOVICH**
3 **Attorney General**

Bradley & Associates, P.L.C.

4
5
6 By:



7 Alyse C. Meislik
8 Assistant Attorney General
9 Attorneys for the State of Arizona



10 Percival R. Bradley
11 Attorneys for Defendants
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28