

1 **KRISTIN K. MAYES**
2 **ATTORNEY GENERAL**
(Firm State Bar No. 14000)
3 DYLAN JONES (BAR NO. 034185)
4 ASSISTANT ATTORNEY GENERAL
OFFICE OF THE ATTORNEY GENERAL
5 2005 North Central Avenue
6 Phoenix, AZ 85004-1592
7 Telephone: (602) 542-5210
8 Facsimile: (602) 542-4377
9 Email: consumer@azag.gov
Attorneys for the State of Arizona

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

12 STATE OF ARIZONA, *ex rel.* KRISTIN K.
13 MAYES, Attorney General,
14 Plaintiff,
15 v.
16 OLD TOWN AC, L.L.C.,
17 Defendant.
18
19

Case No.: CV2023-017529

CONSENT JUDGMENT

(Assigned to the Hon. John Blanchard)

20 The State of Arizona, *ex rel.* Kristin K. Mayes, the Attorney General (the “State”), filed a
21 Complaint alleging violations of the Arizona Telephone Solicitation Statue, A.R.S. §§ 44-1271
22 to -1282 (the “ATSS”) and the Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 to -1534 (the
23 “ACFA”), and the Defendant Old Town AC, L.L.C. (the “Defendant”) has waived service of the
24 Complaint, has been advised of the right to a trial in this matter, and has waived the same.
25 Defendant admits the jurisdiction of this Court over the subject matter and parties, stipulates that
26 this Court may enter the following Factual Allegations, Legal Allegations, and Order, and
27 acknowledges that this Court will retain jurisdiction for the purpose of enforcing this Consent
28 Judgment. Defendant has consented and stipulated to entry of this Consent Judgment to

1 compromise and settle claims in connection with an investigation under the Arizona Consumer
2 Fraud Act and not out of any admission of guilt, wrongdoing, violation, or sanction.

3 **PARTIES**

4 1. The State is authorized to bring this action under the ACFA.

5 2. Defendant Old Town AC, L.L.C. (“Old Town AC”), formerly known as Rescue
6 One Air, LLC, is a limited liability company that was organized in and is located in Arizona.

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

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

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

13 **FACTUAL ALLEGATIONS**

14 6. Between February 2016 and February 2019, Old Town AC offered and provided
15 heating, ventilation, and air conditioning services in Arizona.

16 7. Between February 2016 and February 2019, Old Town AC initiated thousands of
17 intrastate telephone solicitations to telephone numbers belonging to Arizona consumers and
18 registered on the Federal Trade Commission’s Do-Not-Call Registry.

19 8. During all times relevant, Jason Thibodeau was a Member and the Manager of Old
20 Town AC and an Arizona resident.

21 9. At the time of the telephone solicitations, the State alleges that Old Town AC was
22 not authorized or permitted to make such solicitations.

23 10. At all relevant times, the State alleges that Defendant knew or should have known
24 that the actions described above were of the nature prohibited by the ATSS and the ACFA.

25 **LEGAL ALLEGATIONS**

26 11. Pursuant to A.R.S. §§ 44-1278 and -1282, the alleged acts and practices set forth
27 in the foregoing Factual Allegations constitute unlawful practices in violation of the ACFA.
28

1 16. The payments required herein must be paid by wire transfer according to
2 instructions supplied by the State or in the form of cashier's checks or money orders made
3 payable to "The State of Arizona" and mailed and postmarked to:

4 Consumer Protection and Advocacy Section
5 The Office of the Arizona Attorney General
6 2005 North Central Avenue
7 Phoenix, Arizona 85004-1592

8 **BANKRUPTCY PROVISIONS**

9 17. Defendant agrees that the facts as alleged in the Complaint in this action and the
10 Factual Allegations and Legal Allegations in this Consent Judgment will be taken as true without
11 further proof in any bankruptcy case or subsequent civil litigation pursued by the State to enforce
12 its rights to any payment or money judgment pursuant to this Consent Judgment, including, but
13 not limited to, a non-dischargeability complaint in any bankruptcy case.

14 18. Defendant stipulates by entering this Consent Judgment that the Factual
15 Allegations and Legal Allegations set forth herein establish all elements necessary to sustain an
16 action by the State pursuant to Section 523(a)(2)(A) and Section 523(a)(7) of the Bankruptcy
17 Code, 11 U.S.C. § 523(a), and that this Order will have res judicata and collateral estoppel effect
18 for such purposes and proceedings to enforce payment, including, but not limited to, a non-
19 dischargeability complaint filed in a bankruptcy proceeding, and Defendant waives any right to
20 contest any of the allegations in the State's Complaint in any such proceedings to enforce
21 payment.

22 19. Defendant warrants and represents that there is not any pending case, proceeding,
23 or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution, or
24 recomposition of Defendant or its debts under any law relating to bankruptcy, insolvency,
25 reorganization, or the relief of debtors, or seeking the appointment of a receiver, trustee,
26 custodian, or other similar official for Defendant. Defendant further warrants and represents that
27 it will not file, or cause to be filed, any such case, proceeding, or other action prior to 91 days
28 after complete payment of all amounts due under this Consent Judgment. If Defendant does file
or cause to be filed such a case, proceeding, or other action prior to the expiration of that time,

1 then the State will have the right, at its sole discretion, to treat that as a material breach of this
2 Consent Judgment, reopen proceedings, and proceed with this case as though this Consent
3 Judgment had not been entered, provided that Defendant will be entitled to an offset for any
4 amount Defendant already paid to the State under this Consent Judgment.

5 20. Defendant must provide the State with written notice within 15 days of Defendant's
6 filing or causing to be filed any case, proceeding, or other action seeking reorganization,
7 arrangement, adjustment, liquidation, dissolution, or recomposition of Defendant or its debts
8 under any law relating to bankruptcy, insolvency, reorganization, or the relief of debtors, or
9 seeking the appointment of a receiver, trustee, custodian, or other similar official prior to
10 complete payment of all amounts due under this Consent Judgment. If Defendant fails to provide
11 the notice as required, the State may, at its sole discretion, accelerate the remaining payments
12 due under this Consent Judgment. If the State chooses to accelerate the remaining payments, all
13 amounts awarded under this Consent Judgment not previously paid to the State will become due
14 and immediately payable in full to the State, including interest accrued from the date this Consent
15 Judgment is entered by the Court.

16 **MATERIAL BREACH**

17 21. In the event of a material breach of this Consent Judgment, in addition to all other
18 remedies available under Arizona law and the penalties specifically provided under
19 A.R.S. § 44-1532, the State may, in its sole discretion, reopen proceedings and continue with this
20 case as though this Consent Judgment had not been entered, provided that Defendant will be
21 entitled to an offset for any amount actually paid to the State.

22 **RELEASE**

23 22. The parties acknowledge by the execution hereof that this Consent Judgment
24 constitutes a complete settlement of the allegations contained in this Consent Judgment and the
25 State agrees not to institute any civil action against the Defendant or its officers, directors,
26 affiliates, employees, or agents for the alleged violations of the ACFA described herein.
27 Notwithstanding the foregoing, the State may institute an action or proceeding to enforce the
28 terms and provisions of this Consent Judgment, take action based on future conduct by

1 Defendant, take action based on past conduct not specified in this Consent Judgment, and/or
2 institute an action or proceeding to prevent the discharge of any debt acquired through this
3 Consent judgment.

4 **GENERAL PROVISIONS**

5 23. Nothing in this Consent Judgment will be construed as an approval by the Attorney
6 General, the Court, the State of Arizona, or any agency thereof of Defendant's past, present, or
7 future conduct. Defendant must not represent or imply that the Attorney General, the Court, the
8 State of Arizona, or any agency thereof has approved or approves of any of Defendant's actions
9 or any of Defendant's past, present or future business practices.

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

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

16 26. Jurisdiction is retained by this Court for the purpose of entertaining an application
17 by either Party for the enforcement of this Consent Judgment.

18 27. This Consent Judgment is the result of a compromise between the parties. Only the
19 Parties may seek enforcement of this Consent Judgment. Nothing herein is intended to create a
20 private right of action by other parties.

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

23 29. The effective date of this Consent Judgment is the date that it is entered by the
24 Court.

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

1 **CONSENT TO JUDGMENT**

2 1. Defendant acknowledges that it has waived service of the Summons and
3 Complaint, has read the Factual Allegations, Legal Allegations, and Order, and is aware of its
4 right to a trial in this matter and has waived the same.

5 2. Defendant admits the jurisdiction of this Court, and consents to the entry of the
6 foregoing Factual Allegations, Legal Allegations, and Order.

7 3. Defendant states that no promise of any kind or nature whatsoever was made to
8 induce them to enter into this Consent Judgment and declares that it has entered into this Consent
9 Judgment voluntarily.

10 4. This Consent Judgment is entered as a result of a compromise between the parties.
11 Only the State may seek enforcement of this Consent Judgment. Nothing herein is intended to
12 create a private right of action by other parties; however, this Consent Judgment does not limit
13 the rights of any private party to pursue any remedies allowed by law.

14 5. Defendant acknowledges that its acceptance of this Consent Judgment is for the
15 purpose of settling a lawsuit filed by the State alleging violations the Arizona Consumer Fraud
16 Act and not out of any admission of guilt, wrongdoing, violation, or sanction, and further
17 acknowledges that this Consent Judgment does not preclude any agency or officer of this State
18 or subdivision thereof from instituting other civil or criminal proceedings as may be appropriate.

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

22 7. This Consent Judgment resolves all outstanding claims alleged in the Complaint as
23 to Defendant. As no further matters remain pending, this is a final judgment entered pursuant to
24 Ariz. R. Civ. P. 54(c).

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eSignature Page 1 of 1

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Granted with Modifications



/S/ John Blanchard Date: 11/14/2023
Judicial Officer of Superior Court

ENDORSEMENT PAGE

CASE NUMBER: CV2023-017529

SIGNATURE DATE: 11/14/2023

E-FILING ID #: 16893921

FILED DATE: 11/15/2023 8:00:00 AM

DYLAN KENT JONES

OLD TOWN AC L L C
6540 E OCUPADO DR CAVE CREEK AZ 85331