

JEFF FINE
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1 **KRISTIN K. MAYES**
 2 **ATTORNEY GENERAL**
 (Firm State Bar No. 14000)
 3 SHANE M. HAM (BAR No. 027753)
 4 LIZA M. LAWSON (BAR No. 039016)
 ASSISTANT ATTORNEY GENERAL
 5 OFFICE OF THE ATTORNEY GENERAL
 2005 North Central Avenue
 6 Phoenix, Arizona 85004-1692
 Telephone: (602) 542-7716
 7 Facsimile: (602) 542-4377
 8 Email: Shane.Ham@azag.gov
 Liza.Lawson@azag.gov
 9 consumer@azag.gov
 10 *Attorneys for the State of Arizona*

11 **SUPERIOR COURT OF THE STATE OF ARIZONA**
 12 **IN AND FOR THE COUNTY OF MARICOPA**

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

15 Plaintiff,

16 -vs.-

17 CAMERON JONES, an unmarried
 18 individual; GAZELLE INVESTORS,
 19 LLC, a Utah limited liability company;
 20 ARIZONA'S HELPING HANDS LLC,
 21 an Arizona limited liability company;
 22 GAZELLE HOLDINGS, LLC, a Utah
 23 limited liability company;
 11940WELCORTEZ LLC, an Arizona
 24 limited liability company;
 1025ECARSONDR LLC, an Arizona
 25 limited liability company; 10828
 26 BILTMORE DR 162 LLC, an Arizona
 limited liability company;
 11805BLOOMFIELD LLC, an Arizona
 limited liability company;
 10247EJEROME LLC, an Arizona limited

Case No: CV 2025 008402

COMPLAINT

(Consumer Fraud; Racketeering; Injunctive Relief)

1 liability company; 169N49TH LLC, an
2 Arizona limited liability company;
3 2106N30TH LLC, an Arizona limited
4 liability company; 2225WROSSAVE
5 LLC, an Arizona limited liability
6 company; 2324EBALBOADR LLC, an
7 Arizona limited liability company;
8 23WCORONADO LLC, an Arizona
9 limited liability company;
10 2725WMACKENZIEDR LLC, an
11 Arizona limited liability company;
12 2WCARIBBEANLN LLC, an Arizona
13 limited liability company; 8047S2NDST
14 LLC, an Arizona limited liability
15 company; 2WPARADISE LLC, an
16 Arizona limited liability company;
17 3421WTANGERINELN LLC, an Arizona
18 limited liability company;
19 3716WSANDRATER LLC, an Arizona
20 limited liability company;
21 4645N15THAVE LLC, an Arizona
22 limited liability company;
23 6503WVILLADR LLC, an Arizona
24 limited liability company;
25 7369WBROWN LLC, an Arizona limited
26 liability company; 7EANDERSON LLC,
an Arizona limited liability company;
8426WWILLOWAVE LLC, an Arizona
limited liability company;
9643SCALLEVAUNAWI LLC, an
Arizona limited liability company;
EVOGELAVE LLC, an Arizona limited
liability company; N7THDR LLC, an
Arizona limited liability company;
WASHLAND LLC, an Arizona limited
liability company; WLAMARRD LLC, an
Arizona limited liability company;
AZPLEXS HOLDINGS, LLC, an Arizona
limited liability company; CJPLEXS
HOLDINGS LLC, an Arizona limited
liability company; BUY&HOLD 123
LLC, a Delaware limited liability

1 company; BUYHOLDINGS01 LLC, a
2 Delaware limited liability company;
3 SOUTH MOUNTAIN
4 REDEVELOPMENT LLC, a Delaware
5 limited liability company; PHASE 1 SMD
6 LLC, a Delaware limited liability
7 company; DOROTHY JONES, a married
8 individual; SALVADOR HUESCA
9 ORTIZ, a married individual; JANE DOE
10 HUESCA, a married individual;
11 ETHEREUM LLC, an Arizona limited
12 liability company; HUESCA & CO LLC,
13 an Arizona limited liability company;
14 RIPPLE LLC, an Arizona limited liability
15 company; EVELYN HUESCA, an
16 individual; DANIEL CARRILLO, an
17 unmarried individual; MITCHELL
18 MENDEZ, an unmarried individual;
19 SAMUEL SUTTON, a married
20 individual; DANIELLE SUTTON, a
21 married individual; MAGNUM
22 FINANCIAL LLC, an Arizona limited
23 liability company; INVEST IN AZ, LLC,
24 an Arizona limited liability company;
25 TODD CAMPBELL, an individual;
26 BRAD BERDINE, a married individual;
JANE DOE BERDINE, a married
individual; JENNIFER HERBST; an
individual; AJOY AUGUSTINE, an
individual; JOHN N. MOORE, an
individual; SIMPLE REALTY BITS LLC,
an Arizona limited liability company; A-Z
HOMES LLC, a Nevada limited liability
company; R.P.E LLC, a Nevada limited
liability company; ARIZONA HOUSES,
LLC, an Arizona limited liability
company; MAGNUS TITLE AGENCY
LLC, an Arizona limited liability
company; AMERICAN TITLE SERVICE
AGENCY, L.L.C., an Arizona limited
liability company; FOWLER ST. CLAIR,
PLLC, an Arizona professional limited

1 liability company; ZONA LAW GROUP
2 P.C., an Arizona professional corporation;
3 DOES 1-100; BLACK LIMITED
4 LIABILITY COMPANIES 1-100;
5 GREEN PROFESSIONAL LIMITED
6 LIABILITY COMPANIES 1-100; BLUE
7 CORPORATIONS 1-100; YELLOW
8 PROFESSIONAL CORPORATIONS 1-
9 100;

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Defendants.

1 For its Complaint against the defendants captioned above, the State of Arizona *ex rel.*
2 Kristin K. Mayes, Attorney General (the “State”) alleges as follows:

3 **INTRODUCTION**

4 1. This action involves a convoluted scheme by the defendants to strip Arizona
5 homeowners of millions of dollars of equity in their homes.

6 2. Equity stripping schemes target homeowners who have significant equity in their
7 homes, but are facing foreclosure by their mortgage lenders. Unlike “under water” homes where
8 the mortgage balance is higher than the fair market value of the property, these high-equity homes
9 are worth significantly more than the balance of the mortgage in foreclosure.

10 3. When a home in foreclosure is sold at a trustee’s auction, the presence of competing
11 bidders tends to move the final purchase price close to the fair market value of the property. When
12 a high-equity home is auctioned, the purchase price generally exceeds the balance due to the
13 mortgage lender and other lienholders. Under Arizona law, those excess funds are returned to the
14 homeowner. When this occurs, the homeowner loses the property but keeps the equity in the form
15 of excess cash from the auction.

16 4. The entire purpose of the equity stripping scheme is to prevent the distressed
17 homeowner from receiving that excess cash by blocking the auction, and tricking the homeowner
18 into selling the home far below the fair market value. Then the schemers flip the property to an
19 investor, frequently in the same escrow transaction. Instead of an investor making a winning bid
20 at auction and the equity going to the homeowner, the investor gives that equity to the schemers,
21 diverting millions of dollars from distressed homeowners to the pockets of the conspirators.

22 5. No rational homeowner would enter into a deal like the ones offered by equity
23 strippers, so the equity strippers have to trick the homeowners into signing the paperwork, and
24 then they have to rely on lawyers and title companies to help them close these dirty transactions
25 and take ownership of the properties. The scheme relies on lying to homeowners, mortgage
26 lenders, and courts.

1 6. The scheme operated by Defendants typically started when a mortgage lender
2 initiated a foreclosure auction, causing a notice of the auction date to be recorded with the county
3 recorder. Using technology tools developed as part of the scheme, Defendants would immediately
4 download the notices, quickly compare the value of the property to the balance of the foreclosed
5 mortgage, and identify the homes with significant equity.

6 7. The addresses of those high-equity homes were then distributed by Defendants or
7 their agents (via purpose-built app or text messaging) to a team of drivers that moved around
8 nearly constantly from morning to night. The drivers were recruited for this task by word of
9 mouth and online recruiting services. In at least one instance, Defendants hosted a seminar
10 purporting to teach people how to get rich in the real estate industry—an “educational” experience
11 that was actually designed as a ruse to identify potential recruits.

12 8. Upon receiving a text message or alert, Defendants’ agent drivers would
13 immediately rush to the home in the notification with the goal of contacting the homeowner or,
14 alternatively, gathering information to locate the homeowner. Drivers were coached to be, and
15 were, very aggressive when performing this task. They would knock on doors for prolonged
16 periods to overcome the resistance of anyone who might be inside trying to ignore them, just as
17 they were trained to do. If nobody answered, indicating the owner(s) might not be home, the
18 drivers would often trespass on the property to take photos, and knock on the doors of multiple
19 neighbors to get information about the owners of the targeted homes.

20 9. When those efforts did not lead to contact with the homeowners, the drivers would
21 also leave notes on the doors of those homes. Drivers were trained to make false statements in
22 those notes, such as “I am working with your lender.” In some instances, the notes were designed
23 to impersonate a delivery service, with phone numbers that routed to an answering service to set
24 appointments for delivery of important documents.

25 10. On the occasions they did make contact with their targets, the drivers would deploy
26 tested strategies to gain the trust of homeowners, by fraudulently claiming to be “home advocates”

1 or “hardship specialists” from organizations such as “Arizona’s Helping Hands.” One training
2 script instructed drivers to tell homeowners “what I mainly do is help people by guiding them
3 through the foreclosure process and offer myself as a resource to you . . .About 20% of the time,
4 with our [sic] we help people keep their home.”

5 11. These were lies. Defendants had no intention of providing foreclosure assistance to
6 any homeowner unless the end result was Defendants taking ownership of the property at a price
7 far below the fair market value.

8 12. Defendants’ false and misleading statements were intended to trick homeowners
9 into signing documents to sell their homes while in a moment of extreme duress. Drivers would
10 either act alone or call in “closers” to present a purchase agreement and other documents to
11 homeowners facing foreclosure, and secure their signatures on documents giving Defendants a
12 legal interest and/or complete ownership of their homes.

13 13. Despite numerous homeowners expressly saying they did not want to sell their
14 homes, they would often sign these documents because the drivers and closers fraudulently
15 claimed that the documents merely authorized the schemers to contact the mortgage company and
16 delay the pending foreclosure auction.

17 14. The terms of these purchase agreements were profoundly unfair to the homeowners.
18 The purchase price was usually a small fraction of the home’s fair market value. The earnest
19 money deposit, intended to demonstrate a real estate purchaser’s seriousness and good faith to the
20 seller, was usually a negligible amount, often only \$10 and sometimes zero.

21 15. In addition to gutting the purpose of the earnest money deposit, the purchase
22 agreements contained unlawful and unconscionable cancellation clauses. The clauses prohibited
23 the homeowner from cancelling the transaction for any reason, while Defendants were allowed to
24 cancel at any time for any reason and receive a full refund of the paltry earnest money deposit.

25 16. Under Arizona law, these unlawful purchase agreements are not merely
26 unenforceable, they are void *ab initio*. Because only the homeowners were bound by the

1 agreements, the agreements lacked mutuality of obligation and were not “contracts” at all,
2 meaning under Arizona law they are treated as if they never existed in the first place.

3 17. Defendants also tricked these unsuspecting homeowners into signing paperwork to
4 initiate probate cases or bankruptcy cases.

5 18. In transactions where the legal owner of the home had passed away, Defendants
6 would convince a purported heir to sell the home for a fraction of its fair value, and then
7 Defendants would exercise total control over probate proceedings, including filing the forms with
8 the court. Their goal was to use the probate process to create legal authority for the targeted heir
9 to sell the home—but without telling the probate court that that sale had already occurred or
10 disclosing Defendants’ involvement.

11 19. Similarly, Defendants would file bankruptcy petitions for homeowners just to
12 temporarily freeze foreclosure auctions and give themselves time to take properties from
13 homeowners. Defendants would intentionally file petitions with incomplete paperwork, knowing
14 that the incomplete filing would lead to automatic dismissal of the bankruptcy proceeding within
15 a matter of days, at which point Defendants would pounce and close the transaction.

16 20. These legal filings were often prepared fraudulently, without the knowledge or
17 assistance of the homeowner. One probate case filing claimed that the person who signed
18 Defendants’ purchase agreement was the only heir eligible to act as personal representative,
19 because the deceased homeowner’s daughter had also died. In fact, the supposedly dead daughter
20 had already initiated a probate case for the homeowner several days earlier.

21 21. In at least two instances, bankruptcy petitions were filed with the homeowners’
22 names spelled incorrectly, which cannot happen unless someone besides the homeowner was
23 preparing and filing the paperwork.

24 22. Assisting in this scheme were multiple title companies. In addition to selling title
25 insurance policies, the title companies provided escrow services, under which they were to act as
26 trusted neutrals with fiduciary duties to both buyers and sellers. In fact, the title companies

1 coveted the high volume of transactions generated by the equity stripping schemes, and competed
2 for that business by ignoring obvious signs that the schemes were not legal or ethical.

3 23. Many homeowners complained angrily to Defendants when they realized
4 Defendants had scammed them out of their homes. In one conversation, surreptitiously recorded
5 by one of the defendants, a homeowner on the verge of tears yelled, “I told you straight up, all the
6 way through, all the way through, that I want to save my house! I want to save my house! I don’t
7 want to lose my house! I do not want to move!” The callous response from one defendant showed
8 no regard for the homeowner’s pain, but instead offered pretzel logic: “Let’s be clear, saving the
9 house and staying in the house are two separate things. So we have saved your house.” Many
10 homeowners fell victim to this ruse, where the home is “saved” because the mortgage lender did
11 not take the home and evict the homeowner, even though Defendants took the home and evicted
12 the homeowner.

13 24. When homeowners learned they had been scammed and refused to go forward with
14 the transaction, the law firms stepped in to assist the scheme. Defendant lawyers filed lawsuits
15 against homeowners to force the sales to go through. Even though the purchase agreements were
16 not valid contracts, these lawsuits often succeeded because the financially distressed homeowners
17 could not afford to hire legal counsel to defend themselves, or were simply confused that the
18 “home advocate” who claimed to “help” them were actually suing them. As a result, courts would
19 enter default judgments without ever addressing the legality of the equity stripping scheme. With
20 a default judgment secured, another Defendant lawyer would file suit to evict the homeowners
21 from the homes that had been stolen from them.

22 25. Over a span of nearly ten years, Defendants ran this scam, or variations of it, on
23 hundreds of homeowners. In doing so, they transferred millions of dollars from vulnerable
24 consumers into their own pockets. Most of them are still at it today.

25 26. This suit seeks a permanent injunction against the fraudulent and illegal activities,
26 forfeiture of property gained through this scheme, and civil penalties substantial enough to

1 dissuade Defendants from forming new companies and starting the scheme all over again.

2 **PARTIES**

3 **Plaintiff**

4 27. Plaintiff is the State of Arizona *ex rel.* Kristin K. Mayes, the Attorney General of
5 Arizona, who is authorized to bring this action pursuant to the Consumer Fraud Act (A.R.S. §§ 44-
6 1521 to 44-1534) and the Racketeering Act (A.R.S. §§ 13-2301 to 13-2315).

7 **Defendants**

8 28. Defendant **Cameron Jones** is an individual who at all relevant times resided, and
9 currently resides, in Maricopa County, Arizona. On information and belief, Cameron Jones is not
10 married. Cameron Jones is one of the two highest ranking persons in the racketeering enterprise
11 as alleged herein.

12 29. Defendant **Gazelle Investors, LLC** (“Gazelle Investors”) is a limited liability
13 company organized under the laws of the state of Utah. Although originally organized by
14 Defendant Dorothy Jones, since at least 2017, the sole member and manager of Gazelle Investors
15 has been Defendant Cameron Jones. On information and belief, Gazelle Investors is an alter ego
16 of Defendant Cameron Jones. Gazelle Investors is the primary entity through which or on behalf
17 of which the illegal acts alleged herein were performed and as such is a key entity in the
18 racketeering enterprise.

19 30. Defendant **Arizona’s Helping Hands LLC** (“Arizona’s Helping Hands”) is a
20 limited liability company organized under the laws of the state of Arizona. On information and
21 belief, the sole member and manager of Arizona’s Helping Hands is Defendant Cameron Jones.
22 On information and belief, Arizona’s Helping Hands is an alter ego of Defendant Cameron Jones.
23 On information and belief, Defendant Cameron Jones created Arizona’s Helping Hands to deceive
24 distressed homeowners into believing that Jones and his associates represented a charitable
25 organization that could help the homeowners keep their homes.

26 31. Defendant **Gazelle Holdings, LLC** (“Gazelle Holdings”) is a limited liability

1 company organized under the laws of the state of Utah. On information and belief, the sole
2 member and manager of Gazelle Holdings is Defendant Cameron Jones. On information and
3 belief, Gazelle Holdings is an alter ego of Defendant Cameron Jones.

4 32. Defendant **11940WELCORTEZ LLC** is a limited liability company organized
5 under the laws of the state of Arizona. On information and belief, the sole member and manager
6 of 11940WELCORTEZ LLC is Defendant Cameron Jones. On information and belief,
7 11940WELCORTEZ LLC is an alter ego of Defendant Cameron Jones.

8 33. Defendant **1025ECARSONDR LLC** is a limited liability company organized under
9 the laws of the state of Arizona. On information and belief, the sole member and manager of
10 1025ECARSONDR LLC is Defendant Cameron Jones. On information and belief,
11 1025ECARSONDR LLC is an alter ego of Defendant Cameron Jones.

12 34. Defendant **10828 BILTMORE DR 162 LLC** is a limited liability company
13 organized under the laws of the state of Arizona. On information and belief, the sole member and
14 manager of BILTMORE DR 162 LLC is Defendant Cameron Jones. On information and belief,
15 BILTMORE DR 162 LLC is an alter ego of Defendant Cameron Jones.

16 35. Defendant **11805BLOOMFIELD LLC** is a limited liability company organized
17 under the laws of the state of Arizona. On information and belief, the sole member and manager
18 of 11805BLOOMFIELD LLC is Defendant Cameron Jones. On information and belief,
19 11805BLOOMFIELD LLC is an alter ego of Defendant Cameron Jones.

20 36. Defendant **10247EJEROME LLC** is a limited liability company organized under
21 the laws of the state of Arizona. On information and belief, the sole member and manager of
22 10247EJEROME LLC is Defendant Cameron Jones. On information and belief,
23 10247EJEROME LLC is an alter ego of Defendant Cameron Jones.

24 37. Defendant **169N49TH LLC** is a limited liability company organized under the laws
25 of the state of Arizona. On information and belief, the sole member and manager of 169N49TH
26 LLC is Defendant Cameron Jones. On information and belief, 169N49TH LLC is an alter ego of

1 Defendant Cameron Jones.

2 38. Defendant **2106N30TH LLC** is a limited liability company organized under the
3 laws of the state of Arizona. On information and belief, the sole member and manager of
4 2106N30TH LLC is Defendant Cameron Jones. On information and belief, 2106N30TH LLC is
5 an alter ego of Defendant Cameron Jones.

6 39. Defendant **2225WROSSAVE LLC** is a limited liability company organized under
7 the laws of the state of Arizona. On information and belief, the sole member and manager of
8 2225WROSSAVE LLC is Defendant Cameron Jones. On information and belief,
9 2225WROSSAVE LLC is an alter ego of Defendant Cameron Jones.

10 40. Defendant **2324EBALBOADR LLC** is a limited liability company organized under
11 the laws of the state of Arizona. On information and belief, the sole member and manager of
12 2324EBALBOADR LLC is Defendant Cameron Jones. On information and belief,
13 2324EBALBOADR LLC is an alter ego of Defendant Cameron Jones.

14 41. Defendant **23WCORONADO LLC** is a limited liability company organized under
15 the laws of the state of Arizona. On information and belief, the sole member and manager of
16 23WCORONADO LLC is Defendant Cameron Jones. On information and belief,
17 23WCORONADO LLC is an alter ego of Defendant Cameron Jones.

18 42. Defendant **2725WMACKENZIEDR LLC** is a limited liability company organized
19 under the laws of the state of Arizona. On information and belief, the sole member and manager
20 of 2725WMACKENZIEDR LLC is Defendant Cameron Jones. On information and belief,
21 2725WMACKENZIEDR LLC is an alter ego of Defendant Cameron Jones.

22 43. Defendant **2WCARIBBEANLN LLC** is a limited liability company organized
23 under the laws of the state of Arizona. On information and belief, the sole member and manager
24 of 2WCARIBBEANLN LLC is Defendant Cameron Jones. On information and belief,
25 2WCARIBBEANLN LLC is an alter ego of Defendant Cameron Jones.

26 44. Defendant **8047S2NDST LLC** is a limited liability company organized under the

1 laws of the state of Arizona. On information and belief, the sole member and manager of
2 8047S2NDST LLC is Defendant Cameron Jones. On information and belief, 8047S2NDST LLC
3 is an alter ego of Defendant Cameron Jones.

4 45. Defendant **2WPARADISE LLC** is a limited liability company organized under the
5 laws of the state of Arizona. On information and belief, the sole member and manager of
6 2WPARADISE LLC is Defendant Cameron Jones. On information and belief, 2WPARADISE
7 LLC is an alter ego of Defendant Cameron Jones.

8 46. Defendant **3421WTANGERINELN LLC** is a limited liability company organized
9 under the laws of the state of Arizona. On information and belief, the sole member and manager
10 of 3421WTANGERINELN LLC is Defendant Cameron Jones. On information and belief,
11 3421WTANGERINELN LLC is an alter ego of Defendant Cameron Jones.

12 47. Defendant **3716WSANDRATER LLC** is a limited liability company organized
13 under the laws of the state of Arizona. On information and belief, the sole member and manager
14 of 3716WSANDRATER LLC is Defendant Cameron Jones. On information and belief,
15 3716WSANDRATER LLC is an alter ego of Defendant Cameron Jones.

16 48. Defendant **4645N15THAVE LLC** is a limited liability company organized under
17 the laws of the state of Arizona. On information and belief, the sole member and manager of
18 4645N15THAVE LLC is Defendant Cameron Jones. On information and belief,
19 4645N15THAVE LLC is an alter ego of Defendant Cameron Jones.

20 49. Defendant **6503WVILLADR LLC** is a limited liability company organized under
21 the laws of the state of Arizona. On information and belief, the sole member and manager of
22 6503WVILLADR LLC is Defendant Cameron Jones. On information and belief,
23 6503WVILLADR LLC is an alter ego of Defendant Cameron Jones.

24 50. Defendant **7369WBROWN LLC** is a limited liability company organized under
25 the laws of the state of Arizona. On information and belief, the sole member and manager of
26 7369WBROWN LLC is Defendant Cameron Jones. On information and belief, 7369WBROWN

1 LLC is an alter ego of Defendant Cameron Jones.

2 51. Defendant **7EANDERSON LLC** is a limited liability company organized under the
3 laws of the state of Arizona. On information and belief, the sole member and manager of
4 7EANDERSON LLC is Defendant Cameron Jones. On information and belief, 7EANDERSON
5 LLC is an alter ego of Defendant Cameron Jones.

6 52. Defendant **8426WWILLOWAVE LLC** is a limited liability company organized
7 under the laws of the state of Arizona. On information and belief, the sole member and manager
8 of 8426WWILLOWAVE LLC is Defendant Cameron Jones. On information and belief,
9 8426WWILLOWAVE LLC is an alter ego of Defendant Cameron Jones.

10 53. Defendant **9643SCALLEVAUNAWI LLC** is a limited liability company
11 organized under the laws of the state of Arizona. On information and belief, the sole member and
12 manager of 9643SCALLEVAUNAWI LLC is Defendant Cameron Jones. On information and
13 belief, 9643SCALLEVAUNAWI LLC is an alter ego of Defendant Cameron Jones.

14 54. Defendant **EVOGELAVE LLC** is a limited liability company organized under the
15 laws of the state of Arizona. On information and belief, the sole member and manager of
16 EVOGELAVE LLC is Defendant Cameron Jones. On information and belief, EVOGELAVE
17 LLC is an alter ego of Defendant Cameron Jones.

18 55. Defendant **N7THDR LLC** is a limited liability company organized under the laws
19 of the state of Arizona. On information and belief, the sole member and manager of N7THDR
20 LLC is Defendant Cameron Jones. On information and belief, N7THDR LLC is an alter ego of
21 Defendant Cameron Jones.

22 56. Defendant **WASHLAND LLC** is a limited liability company organized under the
23 laws of the state of Arizona. On information and belief, the sole member and manager of
24 WASHLAND LLC is Defendant Cameron Jones. On information and belief, WASHLAND LLC
25 is an alter ego of Defendant Cameron Jones.

26 57. Defendant **WLAMARRD LLC** is a limited liability company organized under the

1 laws of the state of Arizona. On information and belief, the sole member and manager of
2 WLAMARRD LLC is Defendant Cameron Jones. On information and belief, WLAMARRD
3 LLC is an alter ego of Defendant Cameron Jones.

4 58. Defendant **AZplexs Holdings, LLC** is a limited liability company organized under
5 the laws of the state of Arizona. On information and belief, the sole member and manager of
6 AZplexs Holdings, LLC is Defendant Gazelle Investors, LLC. As such, on information and belief,
7 Defendant AZplexs Holdings, LLC is an alter ego of Defendant Cameron Jones.

8 59. Defendant **CJplexs Holdings LLC** is a limited liability company organized under
9 the laws of the state of Arizona. On information and belief, the members and managers of CJplexs
10 Holdings LLC are Defendant Gazelle Investors, LLC, Defendant Magnum Financial, LLC, and
11 Defendant Simple Realty Bits, LLC.

12 60. Defendant **BUY&HOLD 123 LLC** is a limited liability company organized under
13 the laws of the state of Delaware. On information and belief, the sole member and manager of
14 BUY&HOLD 123 LLC is Defendant Cameron Jones. On information and belief, BUY&HOLD
15 123 LLC is an alter ego of Defendant Cameron Jones.

16 61. Defendant **BUYHOLDINGS01 LLC** is a limited liability company organized
17 under the laws of the state of Arizona. On information and belief, the sole member and manager
18 of BUYHOLDINGS01 LLC is Defendant Cameron Jones. On information and belief,
19 BUYHOLDINGS01 LLC is an alter ego of Defendant Cameron Jones.

20 62. Defendant **South Mountain Redevelopment LLC** is a limited liability company
21 organized under the laws of the state of Delaware. On information and belief, the sole member
22 and manager of South Mountain Redevelopment LLC is Defendant Phase 1 SMD LLC. On
23 information and belief, South Mountain Redevelopment LLC is an alter ego of Defendant
24 Cameron Jones.

25 63. Defendant **Phase 1 SMD LLC** is a limited liability company organized under the
26 laws of the state of Delaware. On information and belief, the sole member and manager of Phase

1 1 SMD LLC is Defendant Cameron Jones. On information and belief, Phase 1 SMD LLC is an
2 alter ego of Defendant Cameron Jones.

3 64. Defendant **Dorothy Jones** is a married individual residing in Maricopa County,
4 Arizona. Dorothy Jones is the mother of Defendant Cameron Jones and a co-founder of Defendant
5 Gazelle Investors, LLC. On information and belief, Dorothy Jones' transferred her interest in
6 Gazelle Investors, LLC to Cameron Jones in 2017 but continued to act as a bookkeeper for the
7 equity stripping enterprise after the transfer and until the date of this Complaint.

8 65. Defendant **Salvador Huesca Ortiz** ("Sal Huesca") is a married individual residing
9 in Maricopa County, Arizona. On information and belief, all actions taken by Defendant Sal
10 Huesca in relation to the claims set forth herein were intended to benefit the marital community.

11 66. Defendant **Jane Doe Huesca** is the spouse of Defendant Sal Huesca. On
12 information and belief, Jane Doe Huesca benefitted from actions taken on behalf of the marital
13 community. The State will amend this Complaint to add the full name once known.

14 67. Defendant **Ethereum LLC** is a limited liability company organized under the laws
15 of the state of Arizona. On information and belief, Defendant Sal Huesca has used Ethereum LLC
16 to engage in real estate transactions that are the subject of this action. On information and belief,
17 Ethereum LLC is an alter ego of Defendant Sal Huesca.

18 68. Defendant **Huesca & Co LLC** is a limited liability company organized under the
19 laws of the state of Arizona. On information and belief, the sole member and manager of Huesca
20 & Co LLC is Defendant Sal Huesca. On information and belief, Huesca & Co LLC is an alter
21 ego of Defendant Sal Huesca.

22 69. Defendant **Ripple llc** is a limited liability company organized under the laws of the
23 state of Arizona. On information and belief, the sole member and manager of Ripple llc is
24 Defendant Sal Huesca. On information and belief, Ripple llc is an alter ego of Defendant Sal
25 Huesca.

26 70. Defendant **Evelyn Huesca** is an individual who, on information and belief, resides

1 in Maricopa County, Arizona. Defendant Evelyn Huesca served as a driver and door knocker for
2 Defendant A-Z Homes.

3 71. Defendant **Daniel Carrillo** is an individual residing in Maricopa County, Arizona.
4 Defendant Daniel Carrillo served as a driver and door knocker for Defendants A-Z Homes and
5 Gazelle Investors, and sometimes informed homeowners that he represents a limited liability
6 company that never existed.

7 72. Defendant **Mitchell Mendez** is an individual residing in Maricopa County, Arizona.
8 Defendant Mitchell Mendez served as a driver and door knocker for Defendant Gazelle Investors.

9 73. Defendant **Samuel Sutton** is a married individual residing in Maricopa County,
10 Arizona. On information and belief, all actions taken by Defendant Samuel Sutton in relation to
11 the claims set forth herein were intended to benefit the marital community.

12 74. Defendant **Danielle Sutton** is the spouse of Samuel Sutton and is named in this
13 lawsuit to provide full notice to the marital community. On information and belief, Defendant
14 Danielle Sutton played an advisory role in the operations of Defendant A-Z Homes and was an
15 active participant in the equity stripping scheme. Defendant Danielle Sutton currently holds a
16 Real Estate Salesperson license issued by the Arizona Department of Real Estate. On information
17 and belief, at all relevant times Defendant Danielle Sutton acted for the benefit of the marital
18 community.

19 75. Defendant **Magnum Financial LLC** (“Magnum Financial”) is a limited liability
20 company organized under the laws of the state of Arizona. On information and belief, the sole
21 member and manager of Magnum Financial is Defendant Samuel Sutton. On information and
22 belief, Magnum Financial is an alter ego of Defendant Samuel Sutton.

23 76. Defendant **Invest In AZ, LLC** (“Invest in AZ”) is a limited liability company
24 organized under the laws of the state of Arizona. On information and belief, the sole member and
25 manager of Invest in AZ was an individual herein referred to as “Partner C”, until his death in
26 2024. “Partner C” was a licensed real estate broker in Arizona who, along with Defendants

1 Cameron Jones and Samuel Sutton, formed a joint venture to carry out the illegal acts, omissions,
2 and practices alleged herein (the “A-Z Homes Joint Venture”).

3 77. Defendant **Todd Campbell** is an individual residing in the state of Colorado.
4 Defendant Campbell served as a mindset and business coach during all phases of the equity
5 stripping scheme. On information and belief, Defendant Campbell served as chief operations
6 officer for the A-Z Homes Joint Venture.

7 78. Defendant **Brad Berdine** is, on information and belief, a married individual residing
8 in Maricopa County, Arizona. On information and belief, Defendant Brad Berdine acted at all
9 relevant times to benefit the marital community.

10 79. Defendant **Jane Doe Berdine** is the fictitiously named spouse of Brad Berdine. The
11 State will amend its Complaint to include this defendant’s correct name when discovered. On
12 information and belief, this defendant had no direct involvement in the acts, omissions, and
13 practices alleged herein, and is named in this lawsuit solely to provide full notice to the marital
14 community.

15 80. Defendant **Jennifer Herbst** is, on information and belief, an individual residing in
16 Maricopa County, Arizona. Defendant Jennifer Herbst served as a driver and door knocker for
17 the A-Z Homes Joint Venture and separately for Defendant Invest in AZ.

18 81. Defendant **Ajoy Augustine** is, on information and belief, an individual residing in
19 Maricopa County, Arizona. Ajoy Augustine served as an administrative assistant for Defendants
20 A-Z Homes, Arizona Houses, and Magnum Financial. As such, Defendant Ajoy Augustine was
21 at all relevant times fully aware of the events leading to the allegations herein relating to the A-Z
22 Homes Joint Venture and Magnum Financial.

23 82. Defendant **John N. Moore** is, on information and belief, a resident of Virginia who
24 holds a current license to practice law in the State of Arizona. Defendant John N. Moore has been
25 admitted to practice law since 1974, and admitted to the State Bar of Arizona since May 2017.
26 Defendant John N. Moore was, at all relevant times, counsel for Defendant Samuel Sutton. At

1 certain relevant times, Defendant John N. Moore held himself out as an attorney for other
2 individuals and entities involved in the allegations set forth herein.

3 83. Defendant **Simple Realty Bits LLC** is a limited liability company organized under
4 the laws of the state of Arizona. On information and belief, the sole member and manager of
5 Simple Realty Bits LLC is Defendant Brad Berdine. On information and belief, Simple Realty
6 Bits LLC is an alter ego of Defendant Brad Berdine.

7 84. Defendant **A-Z Homes LLC** (“A-Z Homes”) is a limited liability company
8 organized under the laws of the state of Nevada as a manager-managed limited liability company.
9 At formation, Defendant Gazelle Investors was a 34% member of A-Z Homes while Defendants
10 Magnum Financial and Invest in AZ were each 33% members. At formation, Defendants Gazelle
11 Investors, LLC, Magnum Financial, LLC, and Invest in AZ, LLC were all managers of A-Z
12 Homes pursuant to the operating agreement. Although it engaged in numerous real estate
13 transactions in Arizona while acting through managers who were all located in Arizona,
14 Defendant A-Z Homes has never been registered to conduct business in Arizona.

15 85. Defendant **R.P.E LLC** is a limited liability company organized under the laws of
16 the state of Nevada. On information and belief, R.P.E LLC was organized at the direction of
17 Defendant Cameron Jones for the purpose of forming a separate joint venture with some other
18 defendants in this action, but the entity was never used for that purpose. On information and
19 belief, Defendant R.P.E LLC is an alter ego of Defendant Cameron Jones

20 86. Defendant **Arizona Houses, LLC** (“Arizona Houses”) is a limited liability
21 company organized under the laws of the state of Arizona. On information and belief, Arizona
22 Houses, LLC is an alter ego of Defendant Samuel Sutton and was used originally by Defendant
23 Samuel Sutton for the fraudulent transfer of property from joint control with Defendant Cameron
24 Jones to the sole control of Defendant Samuel Sutton.

25 87. Defendant **Magnus Title Agency LLC** (“Magnus Title”) is a limited liability
26 company organized under the laws of the state of Arizona and engaged in the business of providing

1 title insurance and escrow services for real estate transactions. Magnus Title operated as part of
2 the racketeering enterprise by enabling the illegal transactions alleged herein.

3 88. Defendant **American Title Service Agency, L.L.C.** (“American Title”) is a limited
4 liability company organized under the laws of the state of Arizona and engaged in the business of
5 providing title insurance and escrow services for real estate transactions. American Title operated
6 as part of the racketeering enterprise by enabling the illegal transactions alleged herein.

7 89. Defendant **Fowler St. Clair, PLLC** (“Fowler St. Clair”) is a professional limited
8 liability company organized under the laws of the state of Arizona and engaged in the practice of
9 law. At least two attorneys at Fowler St. Clair, Brian Locker and Dustin Schanaker, participated
10 in the racketeering enterprise by filing suit to enforce void contracts and enabling misleading
11 and/or fraudulent probate court filings.

12 90. Defendant **Zona Law Group P.C.** (“Zona Law”) is a professional corporation
13 organized under the laws of the state of Arizona and engaged in the practice of law. Zona Law
14 participated in the racketeering enterprise by representing Jones entities in proceedings to evict
15 homeowners whose homes were taken from them by Jones and those associated in fact with Jones.
16 At least one attorney at Zona Law, Scott Williams, directly assisted Cameron Jones in these
17 actions and/or provided blank legal forms to Cameron Jones to be used in improper eviction
18 proceedings.

19 91. Defendants Does 1-100 are fictitiously named individuals currently unknown to the
20 State who are a part of the racketeering enterprise. If and when the actual identities of these
21 individuals become known to the State, they will be joined to this action to provide notice and an
22 opportunity to be heard regarding the remedies sought by the State.

23 92. Defendants Black Limited Liability Companies 1-100 are fictitiously named limited
24 liability companies currently unknown to the State who are a part of the racketeering enterprise.
25 If and when the actual identities of these entities become known to the State, they will be joined
26 to this action to provide notice and an opportunity to be heard regarding the remedies sought by

1 the State.

2 93. Defendants Green Professional Limited Liability Companies 1-100 are fictitiously
3 named professional limited liability companies currently unknown to the State who are a part of
4 the racketeering enterprise. If and when the actual identities of these entities become known to
5 the State, they will be joined to this action to provide notice and an opportunity to be heard
6 regarding the remedies sought by the State.

7 94. Defendants Blue Corporations 1-100 are fictitiously named corporations currently
8 unknown to the State who are a part of the racketeering enterprise. If and when the actual
9 identities of these entities become known to the State, they will be joined to this action to provide
10 notice and an opportunity to be heard regarding the remedies sought by the State.

11 95. Defendants Yellow Professional Corporations 1-100 are fictitiously named
12 professional corporations currently unknown to the State who are a part of the racketeering
13 enterprise. If and when the actual identities of these entities become known to the State, they will
14 be joined to this action to provide notice and an opportunity to be heard regarding the remedies
15 sought by the State.

16 96. Defendants Gazelle Investors, LLC; Arizona's Helping Hands LLC; Gazelle
17 Holdings, LLC; 11940WELCORTEZ LLC; 1025ECARSONDR LLC; 10828 BILTMORE DR
18 162 LLC; 11805BLOOMFIELD LLC; 10247EJEROME LLC; 169N49TH LLC; 2106N30TH
19 LLC; 2225WROSSAVE LLC; 2324EBALBOADR LLC; 23WCORONADO LLC;
20 2725WMACKENZIEDR LLC; 2WCARIBBEANLN LLC; 8047S2NDST LLC; 2WPARADISE
21 LLC; 3421WTANGERINELN LLC; 3716WSANDRATER LLC; 4645N15THAVE LLC;
22 6503WVILLADR LLC; 7369WBROWN LLC; 7EANDERSON LLC; 8426WWILLOWAVE
23 LLC; 9643SCALLEVAUNAWI LLC; EVOGELAVE LLC; N7THDR LLC; WASHLAND LLC;
24 WLAMARRD LLC; AZplexs Holdings, LLC; BUY&HOLD 123 LLC; BUYHOLDINGS01
25 LLC; South Mountain Redevelopment LLC; R.P.E LLC; and Phase 1 SMD LLC are herein
26 referred to collectively as the **Cameron Jones Alter Ego Entities**.

1 97. Defendants Magnum Financial LLC and Arizona Houses, LLC are herein referred
2 to collectively as the **Samuel Sutton Alter Ego Entities**.

3 98. Defendants Ethereum LLC; Huesca & Co LLC; and Ripple llc are herein known as
4 the **Sal Huesca Alter Ego Entities**.

5 JURISDICTION AND VENUE

6 99. The State brings this action pursuant to the Consumer Fraud Act (“CFA”), A.R.S.
7 §§ 44-1521 to 44-1534; and the Racketeering Act, A.R.S. §§ 13-2301 to 13-2315.

8 100. This Court has subject-matter jurisdiction pursuant to A.R.S. § 12-123.

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

10 102. The State’s claims set forth herein are not barred by any statute of limitations
11 pursuant to A.R.S. § 12-510.

12 103. Pursuant to Rule 26.2 of the Arizona Rules of Civil Procedure, this action is subject
13 to the Tier 3 discovery limits. Upon proper application, the State will seek additional discovery
14 beyond these limits.

15 GENERAL ALLEGATIONS

16 Gazelle Investors

17 104. In approximately 2014 Defendants Cameron Jones and Dorothy Jones attended a
18 seminar in Las Vegas, Nevada that purported to teach people how to become wealthy in the real
19 estate industry.

20 105. On or about January 14, 2015, Cameron Jones and Dorothy Jones caused the filing
21 of articles of organization for Defendant Gazelle Investors in Utah. The 2015 articles of
22 organization listed Dorothy Jones as the sole member and manager of Gazelle Investors.

23 106. At some point between January 2015 and August 2017, Defendants Cameron Jones
24 and Dorothy Jones decided to remove Dorothy from membership in Gazelle Investors and add
25 Cameron as the sole member and manager. However, Defendant Dorothy Jones remained an
26 active participant in the equity stripping scheme by performing bookkeeping services for

1 Defendant Cameron Jones (and the Cameron Jones Alter Ego Entities).

2 107. On or about August 21, 2017 Cameron Jones executed an operating agreement for
3 Gazelle Investors, characterizing the entity as a “Single Member Limited Liability Company.”
4 Cameron Jones presented this 2017 operating agreement to multiple title companies to
5 demonstrate his legal authority to act on behalf of Gazelle Investors. Defendant Cameron Jones
6 also falsely told multiple escrow officers that Defendant Gazelle Investors has no operating
7 agreement.

8 108. The 2017 operating agreement for Gazelle Investors falsely stated that the company
9 “shall commence operations as of the date of this Agreement” even though the company had been
10 operating since 2015 and had been sued in Maricopa County in 2016 for deceiving a woman into
11 transferring ownership of her home to Gazelle Investors.

12 109. Since 2015, Gazelle Investors has been the named buyer in at least 129 written
13 agreements for the sale of real estate in Arizona. Defendant Cameron Jones, through his Alter
14 Ego Entities, has been involved in hundreds more transactions, both completed and abandoned.

15 **The A-Z Homes Joint Venture**

16 110. At some point between 2015 and 2016, Defendant Cameron Jones began a business
17 relationship with Defendant Samuel Sutton. Defendant Samuel Sutton had engaged in equity
18 stripping schemes through his alter ego company, Defendant Magnum Financial, for a period of
19 time prior to joining up with Defendant Cameron Jones.

20 111. In approximately this same time period, Partner C joined Defendant Cameron Jones
21 and Defendant Samuel Sutton to form a joint venture. This led to the creation of Defendant A-Z
22 Homes on or about October 23, 2017.

23 112. Defendants Cameron Jones and Samuel Sutton had multiple reasons for creating the
24 A-Z Homes Joint Venture, but the central goal was to grow and expand their equity stripping
25 scheme.

26 113. One purpose of the A-Z Homes Joint Venture was building out a team of drivers

1 and door knockers, in order to beat the competition in the race to make contact with distressed
2 homeowners and victimize them before the homeowners had a chance to fully explore their
3 options.

4 114. Another purpose of the A-Z Homes Joint Venture was developing technology tools
5 to streamline the process of discovering newly filed trustee sale notices and distributing that
6 information to the drivers as quickly as possible. One internal communication indicated that the
7 joint venture aimed to knock on a distressed homeowner's door within 20 minutes of a trustee sale
8 notice being posted on the county recorder's web site.

9 115. Assisting with the technology buildout was Defendant Brad Berdine and his alter
10 ego company, Defendant Simple Realty Bits LLC. At first, the three partners in A-Z Homes hired
11 Defendant Berdine to develop a mobile application that added public data and notetaking
12 capability to a standard maps application.

13 116. Eventually the parties decided to form another joint venture through Defendant
14 R.P.E LLC with the goal of licensing the application being built for A-Z Homes to other equity
15 stripping scammers in other states. Although the limited liability company was officially
16 organized, Defendants Cameron Jones, Samuel Sutton, and Brad Berdine never finalized and
17 executed an operating agreement.

18 117. Defendant Berdine was aware of the fraudulent training materials used by the A-Z
19 Homes Joint Venture. On information and belief, Defendant Berdine played a key role in
20 producing and distributing fraudulent training materials.

21 118. Defendant Todd Campbell is a "coach" who was engaged by the A-Z Homes Joint
22 Venture to provide "mindset" training to drivers, door knockers, and partners in the joint venture.
23 The purpose of the "mindset" training was to focus the persons recruited as drivers on the goal of
24 making as much money as possible, as well as holding these purported independent contractors
25 "accountable" if they did not work long hours generating leads for the equity stripping scheme.

26 119. On information and belief, Defendants Cameron Jones and Samuel Sutton, along

1 with Partner C, eventually engaged Defendant Campbell to act as chief operating officer, or at a
2 minimum agreed to tell others outside the company that Defendant Campbell was the chief
3 operating officer of the joint venture. On information and belief, in addition to his primary
4 responsibility of altering the mindset of drivers and door knockers to get them to work harder,
5 Defendant Campbell was responsible for mediating conflicts between Defendant Cameron Jones,
6 Defendant Samuel Sutton, and Partner C.

7 120. Defendant Campbell participated in numerous weekly training sessions where he
8 pressed the team of drivers to devote more time to generating leads for the principals of the A-Z
9 Homes Joint Venture, as well as reinforcing the fraudulent practices the joint venture partners
10 trained the drivers to deploy when dealing with distressed homeowners.

11 121. On information and belief, without the efforts of Defendant Campbell, the A-Z
12 Homes Joint Venture would have broken up sooner than it did due to rampant infighting and lack
13 of respect among Defendant Cameron Jones, Defendant Samuel Sutton, and Partner C.

14 122. Defendant Ajoy Augustine worked as an administrative assistant for the A-Z Homes
15 Joint Venture. At all relevant times Defendant Augustine was aware of all transactions conducted
16 by the A-Z Homes Joint Venture, the accounting for the transactions, and the persons involved in
17 the transactions including title companies and law firms. At all relevant times Defendant
18 Augustine was aware of the fraudulent nature of the training materials developed and used by the
19 A-Z Homes Joint Venture. At all relevant times Defendant Augustine was aware of the numerous
20 disputes, complaints, lawsuits, and reports to the Attorney General that occurred as a result of the
21 illegal business practices of the defendants participating in the A-Z Homes Joint Venture.

22 **A-Z Homes Joint Venture Driver Recruiting Tricks**

23 123. The key to success for the A-Z Homes Joint Venture was maximizing the number
24 of doors knocked each day in order to find valuable leads—namely distressed homeowners who
25 could be defrauded into signing documents giving the joint venture partners an interest in their
26 homes. Recruiting a large number of committed drivers and door knockers was key to the success

1 of the A-Z Homes Joint Venture.

2 124. Some of this recruitment occurred person to person. For example, Defendant Sal
3 Huesca personally communicated with multiple individuals to recruit them into the equity
4 stripping scheme, promising on at least one occasion that it is possible to earn a six-figure income
5 as a driver or door knocker.

6 125. Defendant Cameron Jones, Defendant Samuel Sutton, Partner C, and Defendant
7 Campbell all encouraged and incentivized this person-to-person recruitment by promising higher
8 profit sharing and promotions for those drivers who were able to recruit and supervise their own
9 team of drivers. Drivers who supervised their own recruits were promoted to “coach” and in
10 theory could eventually be promoted to “closer.” On information and belief, Defendants Cameron
11 Jones and Samuel Sutton never intended for their drivers to become closers because they did not
12 want to share the profit of the scheme in a way that could be considered fair or equitable.

13 126. Defendants Cameron Jones, Samuel Sutton, Berdine, and Campbell also sponsored
14 and produced a real estate training seminar in conjunction with individuals who had sponsored a
15 similar seminar in Dallas.

16 127. The A-Z Homes Joint Venture, calling itself “Profiteam,” sponsored a three-day
17 “Bootcamp” at the Holiday Inn and Suites Airport North in Phoenix, starting June 27, 2019, with
18 the intention of recruiting drivers and door knockers from the list of attendees. The stated cost of
19 attendance was \$97, which included a cocktail mixer on June 27 and lunch during the seminar
20 days of June 28 and 29.

21 128. Among the marketing efforts for the Bootcamp was a flyer distributed online and
22 targeted to potential attendees. The flyer promised multiple benefits to attendees, including
23 “Learn how to buy houses without Real Estate knowledge or money;” “Meet Industry experts in
24 Real Estate, Tech, Mindset and Sales;” “Hear from of [sic] our team members are making 6 figures
25 or more a year, and all of whom had no prior experience in the real estate industry;” and “Learn
26 the system that changed their life [sic].”

1 129. The Bootcamp flyer also contained brief biographical information about the four
2 main presenters at the event, Defendants Cameron Jones, Samuel Sutton, Berdine, and Campbell.

3 130. The biography for Defendant Cameron Jones on the Profiteam Bootcamp flyer
4 stated, “CAMERON JONES is one of the top deal originators and trainers in real estate acquisition
5 in the nation. Starting just four years ago has [sic] directly originated over 500 deals and created
6 scores of six figure income earners without any prior experience.” On information and belief,
7 Defendant Cameron Jones had not directly originated over 500 real estate deals by June 2019. On
8 information and belief, Defendant Cameron Jones has not been responsible for “scores” of people
9 earning over \$100,000 per year in the real estate industry.

10 131. The false statements in the Bootcamp flyer biography of Defendant Cameron Jones
11 came directly from Defendant Samuel Sutton. Defendant Samuel Sutton wrote these falsehoods
12 in an effort to tone down the more egregious falsehoods in the original draft submitted by
13 Defendant Cameron Jones. Defendant Campbell personally congratulated Defendant Samuel
14 Sutton on writing statements for distribution to the ticket-buying public that Defendant Campbell
15 knew to be false.

16 132. The original draft of the biography was transmitted by Defendant Cameron Jones to
17 the joint venture partners using his primary email account, which he had reconfigured to appear
18 as if the sender was named Don McCullagh. In that original draft, Defendant Cameron Jones
19 wrote, “I started my journey in real estate at the age of 26, and currently have personally
20 originated, & generated upwards of almost 1,000 closed deals. I am Entrepreneur that loves
21 created other streams of income that are a Cash Cow. I am a co-founder in a software company
22 that is a lead generator for producing direct to seller leads & is a co-founder in an Excess Proceeds
23 Company. [. . .] Truly love serving other & help them changes their financial situation to better
24 their overall life’s. I have personal mentor all most a 100 people from of all ages of life helps
25 produces results in Real Estate.” [All errors as in original.]

26 133. On information and belief, Defendant Cameron Jones did not personally originate

1 anywhere close to 1,000 closed deals during the first four years of his equity stripping scheme.
2 On information and belief, Defendant Cameron Jones did not personally mentor anywhere near
3 100 people of all ages to become successful in real estate during the first four years of his equity
4 stripping scheme, or ever.

5 134. On information and belief, Defendants Cameron Jones, Samuel Sutton, Campbell,
6 and Berdine circulated the flyer containing false accomplishments with the intention of misleading
7 potential attendees about the odds of financial success in the equity stripping scheme, in order to
8 recruit consumers into participating in their scheme for very little compensation. In a November
9 2018 profit and loss statement prepared for Defendant Samuel Sutton, the statement showed
10 Defendant Samuel Sutton earning a gross profit of over \$1 million in the first 11 months of the
11 year, while the amount paid to all drivers who worked with the A-Z Homes Joint Venture in that
12 period was only \$19,086.

13 135. Some email marketing for the Bootcamp stated that tickets to the event would cost
14 \$397 but a limited time “early bird” discount brought the price to \$97. On information and belief,
15 the defendants involved in producing this marketing email never intended to charge anyone \$397,
16 and instead used the inflated price as a tool to make potential attendees believe they were receiving
17 a bargain.

18 136. Several attendees at the June 2019 Bootcamp later contacted the A-Z Homes Joint
19 Venture to discuss joining the equity stripping scheme. The joint venture partners described these
20 recruiting discussions as “one-on-one strategy sessions.”

21 137. After the drivers and door knockers were recruited, Defendants Cameron Jones,
22 Samuel Sutton, Campbell, and Berdine used the assistance of various law firms to create
23 contractual documents that prohibited the recruits from using the knowledge they gained by
24 working with the joint venture, unless the joint venture was given the opportunity to profit from
25 it for a period of three years. For the individuals recruited as drivers, that meant they were either
26 locked in by contract to produce profits for Defendants Cameron Jones, Samuel Sutton, Campbell,

1 and Berdine for a period of three years, or else they could not engage in real estate transactions at
2 all.

3 138. These restrictive non-compete agreements were likely unenforceable because they
4 did not comply with Arizona law, but the joint venture partners used them anyway, because they
5 wanted the drivers to generate profits for them and they had no desire to train people who could
6 soon become competitors. In numerous internal communications, Defendants Cameron Jones,
7 Samuel Sutton, and Campbell, along with Partner C, made it clear that drivers were to be trained
8 slowly so they could not start their own competing scheme, and that certain drivers were never to
9 be given key information such as the identities of hard money lenders or training on how to find
10 trustee sale notices on the county recorder web site.

11 139. These restrictions on what recruits would be taught and how they could use that
12 information after ending their association with the A-Z Homes Joint Venture conflicted with the
13 way Defendants Cameron Jones, Samuel Sutton, Campbell, and Berdine presented their joint
14 venture to the recruited drivers.

15 140. For example, Defendants Cameron Jones and Samuel Sutton worked with outside
16 counsel to develop a document called "Education Confidentiality, Noncircumvention Agreement
17 & Right of First Refusal." This document was a contractual agreement included in the paperwork
18 executed by new drivers and door knockers.

19 141. In this agreement, Defendants Cameron Jones and Samuel Sutton defined Defendant
20 A-Z Homes as a "School" and any individual who executed the agreement as a "Student." Under
21 the terms of the agreement, signatory drivers granted the A-Z Homes Joint Venture the right of
22 first refusal on all real estate transactions originated by the "students" for a period of three years
23 in exchange for a waiver of "Tuition" normally charged by the "School."

24 142. The agreement stated that "the School normally charges a school tuition of \$20,000"
25 in order to deceive potential drivers and door knockers into believing they were receiving a
26 valuable education in exchange for their uncompensated labor. On information and belief,

1 Defendant A-Z Homes LLC never imposed a \$20,000 tuition charge on anyone, much less enough
2 people to consider the tuition charge normal. On information and belief, no person has ever paid
3 \$20,000 to learn anything from Defendant Cameron Jones and/or Defendant Samuel Sutton.

4 **A-Z Homes Joint Venture Fraudulent Training**

5 143. Both before and after the 2019 Profiteam Bootcamp, Defendants Cameron Jones,
6 Samuel Sutton, Campbell, and Berdine, along with Partner C, trained the group of drivers, door
7 knockers, and coaches in techniques to defraud homeowners into signing purchase agreements or
8 other documents giving the joint venture control over their homes. Recipients of this training
9 include Defendants Sal Huesca, Evelyn Huesca, Jennifer Herbst, and Daniel Carrillo.

10 144. The training consisted of mandatory video presentations, written materials, and
11 weekly “coaching” conference calls where the scheme leaders and the drivers themselves
12 exchanged tips on how to trick homeowners into engaging in conversation and signing a purchase
13 agreement.

14 145. Some of the conference call trainings included lessons in “rebuttals” to say to
15 distressed homeowners when those homeowners said that they wanted to pursue other options,
16 such as talking to a real estate broker, consulting with a lawyer, or working out a repayment
17 arrangement with the foreclosing lender. Those rebuttals included advising homeowners who
18 wanted a second opinion from a licensed real estate broker to speak with Partner C, who would
19 give the homeowners advice and then trick those homeowners into waiving any claims regarding
20 the obvious conflict of interest. Those rebuttals also included advising homeowners who wanted
21 to consult with a lawyer to speak with Defendant Moore, without disclosing the conflict of interest.
22 Defendants Cameron Jones, Samuel Sutton, Campbell, and Moore all knew or should have known
23 that such advice given to homeowners would be a conflict of interest barred by the regulations
24 governing licensed real estate brokers and attorneys, respectively.

25 146. The A-Z Homes Joint Venture also prepared numerous written training materials
26 for drivers and door knockers. Some of these materials were distributed by email as attachments,

1 and some were web-based online training modules that could be accompanied by video.

2 147. In one training video, Defendant Cameron Jones showed new drivers and door
3 knockers how to use the online training system. During the video, Defendant Cameron Jones
4 appears in the lower left corner as a talking head, while the main screen displayed Module 9 of
5 the online training software, titled “Door Knocking Script.”

6 148. A portion of the Module 9 script read: “just so you know, what I mainly do is help
7 people by guiding them through he foreclosure process and offer myself as a resource to you.
8 About 20% of the time, with our we help people keep their home, and about 80% of the time,
9 keeping the home is not a feasible option so we can buy the home for cash and give you some
10 time and assistance to move on from a difficult situation.” [All errors in original.]

11 149. This door knocking script was false. Neither Defendant A-Z Homes nor any other
12 defendant ever helped a homeowner keep their home. To the contrary, many homeowners ended
13 up fighting with the defendants in court for the ability to keep their home. Any homeowners who
14 managed to keep their homes did so in spite of, or in opposition to, the defendants. All defendants
15 related to the A-Z Homes Joint Venture knew the claim about helping 20% of homeowners save
16 their homes was false.

17 150. The A-Z Homes Joint Venture also produced a document called “Door Knockers
18 Guide to Success” that was distributed to new drivers and door knockers. The document went
19 through several versions, with version 3 produced in February 2018.

20 151. The Door Knockers Guide to Success contains a section titled “The Art of The
21 Handwritten Note” that trained drivers and door knockers how to leave handwritten notes that
22 would convince homeowners to contact them. One sample instructed trainees to leave notes
23 saying, “I am working with your lender.” This statement was false. All defendants associated
24 with the A-Z Homes Joint Venture knew it was false, because it was impossible to work with a
25 lender until the lender received written permission from the homeowner to share sensitive
26 financial data with the scammers.

1 152. Another training document used by the A-Z Homes Joint Venture was titled “Quick
2 Cash Ways.” That document similarly instructed drivers and door knockers to say, “I am working
3 with your lender.” The Quick Cash Ways document also encouraged drivers and door knockers
4 to make other false statements in handwritten notes, such as, “I am your neighbor & was just
5 swing by regarding your home.” [All errors in original.] These statements were false, and all
6 defendants associated with the A-Z Homes Joint Venture knew they were false.

7 153. The Quick Cash Ways document also trained drivers and door knockers on the
8 special category of leads called “Last Minute Deals” which covered homeowners whose homes
9 were due to be sold at a trustee auction within days. This section instructed drivers and door
10 knockers to “stress the point of urgency to get to the point to make the decision on moving forward
11 with your service you are providing by buying there home. For Example: Money in your hand,
12 instead of no money & the bank foreclosing on the home.” [All errors in original.] The statement
13 about “no money” used to pressure homeowners was false, and all defendants associated with the
14 A-Z Homes Joint Venture knew it was false.

15 154. The Quick Cash Ways document went on to note another option for interacting with
16 homeowners identified as Last Minute Deals: “Depending on when the contract is signed with
17 the seller, a Bankruptcy is a automatic way to stop the foreclosure. You must be a knowledge
18 able on this so you can utilize this as additional Tool in your back pocket, instead of fully
19 disclosing to them about the bankruptcy. Be strategic on this option in more details to the seller
20 if you don’t have a signed contract. If possible, this should be brought up after you get the property
21 under contract. Be open if the seller mentions this to you before you have them king the contract.
22 (then you want to be knowledge about this process & stress the picture that you will be able to
23 fill it out on there behalf without any cost to the seller.” [All errors in original.]

24 155. On information and belief, this section of the training document meant that drivers
25 should be aware that they can stop a trustee sale by filling out bankruptcy petitions for
26 homeowners at no additional cost to the homeowner, but the drivers and door knockers should get

1 a signed purchase agreement before telling the homeowners that bankruptcy could stop the trustee
2 auction without the need to sell the property to the A-Z Homes Joint Venture. It also instructed
3 drivers and door knockers to tell homeowners that the A-Z Homes Joint Venture would fill out all
4 necessary bankruptcy paperwork on behalf of the homeowners, as well as pay for the bankruptcy
5 filing.

6 156. The A-Z Homes Joint Venture also conducted ongoing weekly “mindset” training
7 with Defendant Campbell for all levels of the organization, including principals. These mindset
8 sessions included weekly group meetings and regular one-on-one meetings with Defendant
9 Campbell, who would exhort participants to fantasize lavishly about extreme wealth.

10 157. This “mindset” training was used by the principals of the A-Z Homes Joint Venture
11 to encourage drivers and door knockers to work even longer hours despite most of them receiving
12 compensation that was a tiny fraction of the amount going to Defendants Cameron Jones and
13 Samuel Sutton.

14 158. Defendant Cameron Jones and Partner C would also participate in the mindset
15 trainings. As part of one exercise, Defendant Cameron Jones made a list of his goals that included
16 “Net Income \$100 million;” “Net Wealth \$500 million;” “\$500 million Net Income Software
17 Company;” “Have a portifilo [sic] of Blockchain/CyproCurrentcy [sic] of Liquid \$10 Billion;”
18 and “Speech at Harvard University about money.”

19 159. The principals of the A-Z Homes Joint Venture also developed a so-called “Sticker
20 Campaign” and trained drivers and door knockers on the use of the Sticker Campaign tools.

21 160. The Sticker Campaign involved the creation of a document template that could be
22 printed on blank adhesive labels. The template was designed to look like the stickers commonly
23 left at residences by major delivery companies to indicate that a package delivery had been
24 attempted but could not be completed.

25 161. The drivers and door knockers were trained to add specific file codes and phone
26 numbers to the stickers. The homeowners who received a sticker would in turn call the telephone

1 number and give the file number written on the sticker. The operator would tell the homeowner
2 that the service was trying to deliver important legal documents, and requested a time window
3 that someone would be home to sign for receipt of the legal documents.

4 162. Unaware that the delivery service was fraudulent, the homeowners would agree to
5 meet a delivery person. In fact, the A-Z Homes Joint Venture would send someone affiliated with
6 the joint venture to “deliver” the documents, which were documents intended to be used in the
7 equity stripping scheme.

8 163. The fraudulent techniques taught and deployed by the members of the A-Z Homes
9 Joint Venture led to multiple lawsuits by homeowners alleging various forms of fraud and
10 financial exploitation of vulnerable adults.

11 **Collapse of the A-Z Homes Joint Venture**

12 164. Using fraudulent techniques to recruit low-level workers and deceive distressed
13 homeowners, Defendant Cameron Jones, Defendant Samuel Sutton, and Partner C engaged in
14 dozens of real estate transactions involving property worth millions of dollars under the banner of
15 the A-Z Homes Joint Venture. The partnership did not last.

16 165. In September 2018, Defendants Cameron Jones and Samuel Sutton voted to remove
17 Partner C and his alter ego entity, Defendant Invest in AZ, from its 33% membership position in
18 Defendant A-Z Homes. The allegations leading to this termination included failure to pay joint
19 expenses, involvement in multiple transactions leading to lawsuits and investigations by the
20 Arizona Attorney General, substance abuse, sexual misconduct, and defamation. Defendant
21 Invest in AZ, through the actions of Partner C, later teamed up with Defendant Cameron Jones to
22 continue their ongoing fraud scheme.

23 166. Defendants Cameron Jones and Samuel Sutton each became 50% members of
24 Defendant A-Z Homes after the expulsion of Partner C. On information and belief, the purported
25 meeting to expel Partner C occurred in September 2018, but the paperwork formalizing the change
26 to Defendant A-Z Homes was not executed and filed until April 2019.

1 167. Tensions continued to rise between Defendants Cameron Jones and Samuel Sutton,
2 with Defendant Campbell frequently acting as an intermediary between the other two. Defendant
3 Samuel Sutton felt that Defendant Cameron Jones had an out-of-control ego that made working
4 together difficult. Defendant Samuel Sutton also believed that Defendant Cameron Jones had
5 behavioral issues arising from a violent assault that occurred in Old Town Scottsdale in September
6 2019, leading to the hospitalization of Defendant Cameron Jones. Defendant Samuel Sutton
7 characterized these behavioral issues as “chasing women, drinking, drugs.”

8 168. By January 6, 2020, Defendant Samuel Sutton was angry enough with Defendant
9 Cameron Jones that he texted Defendant Campbell, “Heading to bed waking up super early,”
10 followed by, “Hopefully I don’t murder Cameron in my sleep,” followed by a laughing emoji.

11 169. On the afternoon of February 5, 2020, Defendant Samuel Sutton texted Defendant
12 Campbell, “Cameron is very high right now,” followed by, “I’m not sure what to do.”

13 170. Shortly before midnight on February 5, 2020, Defendant Cameron Jones crashed
14 his car in a single-vehicle rollover incident on Interstate 10. Defendant Cameron Jones would
15 later describe this incident in a social media post as “rolling my BMW M4 4+ times from witness
16 on the scene going about 90 mph on the I-10 freeway.”

17 171. Law enforcement responding to the incident wrote a report indicating they found a
18 large amount of cash (some of which had blown onto the highway during the crash) and a
19 container holding 150 Xanax pills (for which Defendant Cameron Jones had no prescription).
20 Within hours after the crash, Defendant Cameron Jones was arrested for possession of
21 prescription-only drugs for sale, threatening and intimidating, aggravated assault, and resisting
22 arrest.

23 172. Early in the morning of February 6, 2020, Defendant Dorothy Jones texted
24 Defendant Samuel Sutton saying, “Cameron was in a really bad car accident and is now in jail.”

25 173. On or about February 17, 2020, Defendant Cameron Jones met with Defendant
26 Samuel Sutton and Defendant Campbell to discuss the end of the A-Z Homes Joint Venture.

1 174. On or about March 2, 2020, Defendant Samuel Sutton sent an email to Defendant
2 Cameron Jones outlining the terms for the split between the business partners. In that email,
3 Defendant Samuel Sutton stated, “The day of you [sic] incarceration, I took steps to protect the
4 company by deeding all assets and moving the companies [sic] liquid assets. Properties were
5 deeded to an entity I control solely [sic]. That’s Arizona Houses, LLC.”

6 175. On February 6, 2020, the day Defendant Cameron Jones was incarcerated,
7 Defendant Arizona Houses, LLC recorded four separate warranty deeds transferring property
8 owned by Defendant A-Z Homes to Defendant Arizona Houses.

9 176. Over the next several months, Defendants Cameron Jones and Samuel Sutton
10 exchanged communications regarding an ongoing dispute over the amount of money and property
11 owed to Defendant Cameron Jones.

12 177. On information and belief, Defendant Moore participated in these communications
13 acting solely on behalf of Defendant Samuel Sutton and adversely to Defendant Cameron Jones.
14 On information and belief, Defendant Moore did not receive informed consent confirmed in
15 writing from Defendant Cameron Jones, who was at the time either a current or former client of
16 Defendant Moore.

17 178. After the separation was complete, Defendant Samuel Sutton, Defendant Ajoy
18 Augustine, and Defendant Moore continued engaging in an equity stripping scheme through
19 Defendants Magnum Financial and Arizona Houses. For example, in May 2023, homeowners in
20 Surprise, Arizona accused Defendant Arizona Houses of fraudulently inducing signatures on
21 incomplete documents and violating the Consumer Fraud Act—the same kind of fraud that made
22 Defendant Samuel Sutton very wealthy over the years.

23 **Gazelle Investors and Arizona’s Helping Hands**

24 179. After the end of the A-Z Homes Joint Venture, Defendants Sal Huesca, Daniel
25 Carrillo, and Dorothy Jones and their related Alter Ego Entities continued working with Defendant
26 Cameron Jones and his Alter Ego Entities to secure profits by defrauding distressed homeowners.

1 180. As part of the ongoing Gazelle Investors equity stripping scheme, Defendants Sal
2 Huesca and Daniel Carrillo, along with Defendant Cameron Jones and Partner C, continued to
3 engage in the same fraudulent behavior they had developed and trained on as part of the A-Z
4 Homes Joint Venture. Defendants Cameron Jones and Sal Huesca also trained Defendant Mitchell
5 Mendez in these fraudulent techniques.

6 181. From December 2020 through December 2024, the Cameron Jones Alter Ego
7 Entities entered into more than 100 contracts to purchase residential real estate. These contracts,
8 secured with the assistance of Defendants Sal Huesca, Daniel Carrillo, Mitchell Mendez, and
9 Invest in AZ (through Partner C) led to numerous lawsuits, legal demand letters, and even multiple
10 investigations by Adult Protective Services for financial exploitation of vulnerable adults.

11 182. One transaction involved a contract to purchase a home located at 2402 West Adams
12 Street in Phoenix (the “Adams Street property”). The purchase contract between the seller and
13 Defendant Gazelle Investors was executed on December 29, 2020. Defendant American Title
14 served as escrow agent for the transaction.

15 183. On January 11, 2021 a representative of Defendant American Title emailed
16 Defendant Cameron Jones to inform him that the seller wished to cancel and refused to provide
17 documents needed to close the transaction, so Defendant American Title was closing the escrow
18 file.

19 184. Defendant Cameron Jones responded to that email a few hours later on the same
20 day: “The contract can’t be cancel. Please read the contract. It’s specifically terms. You can’t
21 just cancel a contract with a mutual agreement especisllay with the langauge that boldly was
22 commmunicated in front of him & 3 other people that the seller cannot cancel however the buyer
23 can in the act of god. If you cancel, this is a law suit & certainly you will lose. Read the contract.”
24 [All errors in original.] On information and belief, Defendant Cameron Jones was threatening to
25 sue Defendant American Title because his purchase agreement form only allowed Defendant
26 Gazelle Investors to cancel, whereas the homeowner could not.

1 185. After receiving this threat from Defendant Cameron Jones, Defendant American
2 Title proceeded with the transaction. Approximately five hours after receiving the threat,
3 Defendant American Title emailed Defendant Cameron Jones with a list of additional information
4 needed from the seller. Defendant American Title did not attempt to obtain this information
5 directly from the seller because Defendant Cameron Jones ordered them not to contact the seller,
6 and Defendant American Title obeyed in order to protect their lucrative relationship with
7 Defendant Cameron Jones.

8 186. Late in the evening on January 11, 2021, Defendant Cameron Jones replied to
9 Defendant American Title, discussing the escrow and saying the seller “can’t cancel in language
10 no matter what, we 100% to control of the property will legal the property away if need. Record
11 a Affidavit Memorandum of contract.1 for the next 24 month Which in 30 days this problem will
12 be legal resolved since he has no Mooney for a attorney. Unless he will ageee & be realistic
13 respect for us helping.” [All errors in original.] On information and belief, Defendant Cameron
14 Jones was telling Defendant American Title that he intended to engage Defendant Fowler St. Clair
15 to file a lawsuit against the seller of the Adams Street property, and that he expected to quickly
16 secure a default judgment because the seller did not have money to hire an attorney and fight the
17 lawsuit.

18 187. Defendant Cameron Jones engaged Defendant Fowler St. Clair to file a lawsuit
19 against the seller of the Adams Street property, quickly securing a default judgment because the
20 seller did not have money to hire an attorney and fight the lawsuit.

21 188. On January 13, 2021 an affidavit regarding the purchase agreement for the Adams
22 Street property was recorded with the Maricopa County Recorder, just as Defendant Cameron
23 Jones instructed Defendant American Title to do in his January 11 email.

24 189. After Defendant Fowler St. Clair secured the default judgment, Defendant
25 American Title completed the transaction, removing ownership of the property from the
26 homeowner who tried to cancel.

1 190. Having secured title to the Adams Street property, Defendant Cameron Jones tried
2 to sell it to a new owner. Defendant American Title acted as the escrow agent for the transaction.

3 191. On the morning of November 1, 2022, Defendant Cameron Jones and Defendant
4 American Title exchanged emails about the purchase agreement to sell the Adams Street property
5 to a purported real estate investor. In the email, Defendant Cameron Jones tells escrow agent
6 Gayla Thompson that the buyer “isn’t a normal Investor, fyi. First time buyer, so we must trend
7 carefully, you know what I mean.” [All errors in original.] On information and belief, Defendant
8 Cameron Jones was informing Defendant American Title that the buyer for the Adams Street
9 property had little experience in real estate and therefore both Cameron Jones and American Title
10 needed to be careful in their dealings with this consumer.

11 192. On the afternoon of November 1, 2022, Defendant Cameron Jones notified
12 Defendant American Title that the parties had agreed to cancel the transaction, and that the non-
13 refundable earnest money deposit of \$5,000 should be transferred immediately to Defendant
14 Cameron Jones. Defendant Cameron Jones took \$5,000 from an inexperienced investor based on
15 a contract that was cancelled approximately 10 hours after execution. Defendant American Title
16 went along with all of this, and continued working for Defendant Cameron Jones as part of his
17 racketeering enterprise for nearly another year.

18 193. Later that same month, in November 2022, Defendant Cameron Jones filed articles
19 of organization to create Defendant Arizona’s Helping Hands. Although the name of this
20 company sounds like a charitable organization, it was not established as a nonprofit charity. To
21 the contrary, Defendant Arizona’s Helping Hands was an empty shell company created by
22 Defendant Cameron Jones for the sole purpose of misleading distressed homeowners into
23 believing they were dealing with a charity, as opposed to using the name of Defendant Gazelle
24 Investors, which could lead some homeowners to guess the truth about the intentions of Defendant
25 Cameron Jones.

26 194. Defendant Cameron Jones created scripts, text templates, flyers, and business cards

1 using the Arizona's Helping Hands name to confuse distressed homeowners and deceive them
2 into selling their homes. Defendant Cameron Jones texted one such script to Defendant Sal
3 Huesca in February 2023: "Hi (first name) My name is Daniel from Arizona's Helping Hands.
4 You may be aware already, but your lender has hired an attorney to start the foreclosure
5 proceedings. We specialize in preventing foreclosure's. Are you available for a Strategy Call to
6 discuss options and help you prevent the foreclosure? Do you have a few moments for a call right
7 now or maybe a little later? Much Gratitude, Sal Huesca." [All errors in original.]

8 195. Defendant Sal Huesca texted with a distressed homeowner introducing himself as
9 "Sal with Arizona's Helping Hands LLC" and claiming "our company helps people save homes
10 from pre-foreclosure" before later saying "Our company also buys houses." This messaging was
11 intended to make distressed homeowners believe that Defendant Cameron Jones and his associates
12 would help save the home or would buy the home, when in fact they would only buy the home
13 and would do nothing to help the homeowner save the home.

14 196. In February 2023 Defendant Cameron Jones used business cards stating that he was
15 from "Arizona Helping Hands, LLC." [Error in original.] The business card characterizes
16 Defendant Cameron Jones as a "Hardship Specialist" and a "Senior Partner" in Defendant
17 Arizona's Helping Hands. On information and belief, Defendant Cameron Jones was responsible
18 for the creation of this business card, notwithstanding the fact that the company's name was
19 misspelled on the card.

20 197. The front of the card read, "Any Situation, We can Solve it! Your one Call Away!"
21 [All errors in original.] The back of the card read, "Having a issue with your Mortgage Company,
22 Rental, and or property, We Can Solve it. Residential / Commercial / Land / Manufactured Homes
23 Call or Text To Schedule A Free, No Obligation Plan Regarding your Property!" [All errors in
24 original.] The card does not give consumers the truthful information that Arizona's Helping
25 Hands was an empty shell company fronting for Defendant Gazelle Investors, and that the one
26 and only objective of Defendant Cameron Jones was acquiring real estate far below fair market

1 value.

2 198. Another flyer created for use by Defendant Daniel Carrillo said, in part: “Hello, My
3 name is Daniel Carillo. I am coming by to speak with you because your lender has hired an
4 Attorney to start the foreclosure proceedings to auction off your home. Our Firm, Arizona’s
5 Helping Hands specialize in foreclosure prevention assisting homeowners in avoiding their home
6 from being foreclosed on by the Mortgage Company. We are here to provide a helping hand to
7 this situation & are just a call or text away from setting up a free Strategy call. We empower you
8 for Success!!!” [All errors in original.] The flyer was signed: “Daniel Carillo, Hardship
9 Specialist, Arizona’s Helping Hands LLC” and noted that he speaks Spanish. [All errors in
10 original.] Nothing in the flyer indicated to homeowners that the sole purpose of the contact was
11 to purchase the home.

12 199. Multiple elements of the flyer suggest that it was created by Defendant Cameron
13 Jones. One indication is the use of random capitalization, a stylistic choice frequently found in
14 documents known to have been written by Defendant Cameron Jones. Another indication is the
15 use of the phrase “Strategy call,” which is a term Defendant Cameron Jones uses as a fraudulent
16 euphemism for a “buy appointment” to purchase a property. Another indication is that Defendant
17 Daniel Carrillo’s name is spelled incorrectly both times that it appears in the flyer. On information
18 and belief, Defendant Daniel Carrillo knows how to spell his own name and spells it correctly on
19 documents he creates himself.

20 200. Indeed, Defendant Daniel Carrillo did spell his name correctly in a flyer he created
21 for his own use. In that flyer, Defendant Carrillo claims to represent a company called Arizona
22 Land & Property Solutions LLC, a company name Defendant Carrillo used repeatedly when
23 contacting distressed homeowners. That association was false, as no company called “Arizona
24 Land & Property Solutions LLC” ever existed.

25 201. On certain occasions Defendant Carrillo would not bother with giving the name of
26 a fraudulent and/or fake entity and simply deceive the distressed homeowners directly. In a text

1 message sent to a distressed homeowner on May 9, 2023, Defendant Carrillo wrote: “My name
2 is Daniel, I work with a company that helps people beat the bank and save homes.” The text
3 message did not say that Defendant Carrillo intended to take the home by purchasing it for far less
4 than the fair market value.

5 202. In a text thread dated June 1, 2023, Defendant Daniel Carrillo contacted a
6 homeowner “in regards to an urgent matter.” The homeowner responded with “What urgent
7 matter” and “My house will not be for sale.” Defendant Carrillo responded, “Understood . . . If
8 it’s worth it for you, we could discuss some options to save your home, that does not involve
9 selling.”

10 203. Defendant Sal Huesca and Defendant Cameron Jones even tried to create another
11 limited liability company called “Arizona’s Helping Hands Foundation LLC” to further expand
12 the fraudulent scheme, but failed to do so at least in part because of a glitch in the website for the
13 Arizona Secretary of State.

14 204. In July 2024, Defendant Mitchell Mendez texted Defendant Sal Huesca regarding a
15 potential seller. Defendant Mendez described the contact person by saying he “knows we are
16 buying it to turn a profit, he’s not naïve.” He followed that statement with a sad crying emoji,
17 followed by a winking emoji. On information and belief, Defendant Mendez was making light of
18 the fact that most of the homeowners he encounters do not understand that Defendants are running
19 an equity stripping scheme, and therefore he feels sad when he encounters a homeowner who is
20 not fooled by the scheme.

21 Exploitation of Vulnerable Adults

22 205. Both the A-Z Homes Joint Venture and the continuing fraud schemes after the end
23 of the joint venture engaged in exploitation of homeowners who were vulnerable for reasons
24 varying from drug addiction to dementia.

25 206. In 2016, Defendant Magnum Financial was sued by a homeowner who the joint
26 venture convinced to sign a purchase agreement, and who was shortly thereafter found to be

1 incompetent to execute contracts due to dementia.

2 207. In December 2022, Defendant Sal Huesca contacted a woman who owned a
3 property on Jerome Avenue in Mesa. He then texted Defendant Cameron Jones to say that the
4 property had two owners but one of the owners was nowhere to be found. Defendant Cameron
5 Jones responded, “Just write it up & we figure that other piece out” and “Get a mortgage
6 statement.” Defendant Cameron Jones knew that the person signing the purchase agreement did
7 not have the unilateral authority to sell the property, but he ordered Defendant Sal Huesca to
8 proceed anyway.

9 208. Defendant Sal Huesca replied to these two texts saying, “OK let me try she is hard
10 of hearing.” Defendant Cameron Jones replied, “That should make it easier, Just tell her your
11 [sic] able to help her.” Defendant Cameron Jones knew that the homeowner suffered from a
12 physical limitation that made effective communication difficult, and he considered this to be good
13 news because it would be easier to take the property from the homeowner.

14 209. Defendants Cameron Jones and Sal Huesca eventually convinced that homeowner
15 to sign a purchase agreement, and after taking control of the property they eventually flipped it
16 for a price almost four times higher than the price they paid to the homeowner.

17 210. In another transaction, Defendant Cameron Jones entered into a contract with a
18 distressed homeowner on North 68th Lane in Peoria who was confined to a wheelchair due to an
19 amputation, whose home exhibited extreme disorganization and disrepair, and who in fact had
20 given his brother power of attorney ten years earlier because he was not competent to handle his
21 own financial affairs.

22 211. Defendant Cameron Jones ignored these warning signs and secured a purchase
23 agreement with the homeowner, including a “leaseback” agreement that was meaningless because
24 it was so vague. On information and belief, the lease agreement was vague because Defendant
25 Cameron Jones intended to the vague terms as a weapon to evict the vulnerable homeowner as
26 soon as possible.

1 212. On the same day the vulnerable homeowner signed the purchase agreement with
2 Defendant Cameron Jones, the homeowner also signed a handwritten addendum that gave
3 Defendant Cameron Jones and his minions the unlimited right to enter the property without
4 permission, as if Defendant Cameron Jones already owned the home.

5 213. Defendant Cameron Jones recorded an affidavit memorializing the transaction, but
6 attached a purchase agreement to the affidavit that was entirely blank except for the signature
7 page. Defendant Cameron Jones recorded this purchase agreement with an incorrect name for the
8 seller, in order to make it impossible for anyone searching the recorder database to link the
9 purchase agreement to the name of the vulnerable homeowner.

10 214. Defendant Cameron Jones contacted the homeowner's mortgage lender and
11 pretended to be the homeowner, asking the lender to send information to the homeowner using
12 the email address for Defendant Gazelle Investors.

13 215. Only when confronted by the homeowner's brother, who held a valid power of
14 attorney for the vulnerable homeowner, did Defendant Cameron Jones release his hold on the
15 vulnerable adult's property. Defendant Cameron Jones recorded the release of the affidavit, but
16 once again recorded it incorrectly to make it impossible to find a connection between the
17 homeowner and Defendant Cameron Jones by searching the recorder database. On information
18 and belief, Defendant Cameron Jones did this to conceal his actions from investigators at Adult
19 Protective Services.

20 216. Defendant Daniel Carrillo secretly recorded a buy appointment where he and
21 Partner C met with a woman who had no authority to sell the home without the participation and
22 consent of her husband, who was incarcerated at the time for selling methamphetamine.

23 217. When that homeowner left the room to find some financial paperwork, Defendant
24 Carrillo and Partner C whispered to each other that the homeowner was "high as shit," that the
25 home smelled like methamphetamine, and that they should hurry and secure her signature on the
26 purchase agreement.

1 resistance.

2 225. On information and belief, Defendants Cameron Jones and Samuel Sutton
3 eventually paid \$12,000 and other consideration to settle the lawsuit filed by the homeowner.

4 226. Defendant Moore became involved in that lawsuit, purportedly representing various
5 defendants, and filed a motion to dismiss in which he knowingly made false statements of fact to
6 the court. This included claiming Defendant Evelyn Huesca was an employee of Defendant
7 Gazelle Investors, even though Defendant Moore knew the A-Z Homes Joint Venture
8 intentionally made all drivers and door knockers independent contractors to avoid complying with
9 laws protecting employees.

10 227. In December 2018, Defendant Moore appeared in the United States Bankruptcy
11 Court for the District of Arizona representing, among others, Defendants Samuel Sutton, Cameron
12 Jones, and A-Z Homes. Judge Daniel P. Collins had ordered the parties to appear because he
13 believed one of the drivers working for the joint venture had fraudulently prepared and filed a
14 bankruptcy petition.

15 228. At the hearing, Defendant Moore admitted that Defendant A-Z Homes had violated
16 federal bankruptcy law.

17 229. Judge Collins issued an order stating “Sam Sutton, Cameron Jones, and AZ Homes,
18 LLC, and all its employees, agents and contractors, are barred from preparing, directly or
19 indirectly, documents for filing in the U.S. Bankruptcy Court for the District of Arizona.”
20 Although Defendant A-Z Homes did not last much longer after the order, on information and
21 belief Defendants Samuel Sutton and Cameron Jones have caused additional fraudulent
22 documents to be filed with the District of Arizona bankruptcy court.

23 230. On February 24, 2020, Judge Eduardo V. Rodriguez of the United States
24 Bankruptcy Court for the Southern District of Texas entered an order similar to the order entered
25 in Arizona by Judge Collins. That day, Judge Rodriguez held a hearing because Defendant
26 Cameron Jones had caused a Texas homeowner to file a fraudulent bankruptcy petition by lying

1 it was rejected.”

2 237. Probate court forms were later prepared by a certified document preparer, but
3 Defendant Moore stepped in to represent the heir who was applying to the court to act as personal
4 representative for the estate. On one document, Defendant Moore used a pen to cross out the
5 name and license number of the document preparer, and wrote in his own contact information by
6 hand.

7 238. Defendant Moore never notified the probate court that he was simultaneously
8 representing both the homeowner’s heir and an adverse party seeking to purchase real property
9 owned by the estate. On information and belief, Defendant Moore never secured written consent
10 to represent both parties despite the ethical conflict of interest.

11 239. On information and belief, Defendant Moore abandoned his representation of the
12 heir in that matter, leading the probate court to close the case after two years of inaction.
13 Defendant Moore did not assist his “client” with fulfilling the duties of a personal representative
14 to bring the probate matter to an orderly close. After the paperwork cleared the way for the sale
15 to close, Defendant Moore had finished his task for his actual client (Defendant Samuel Sutton)
16 and simply cut loose the “client” he told the court he represented.

17 240. On information and belief, Defendant Moore could not have terminated the
18 attorney-client relationship with the heir for lack of payment, because Defendants Samuel Sutton
19 and/or Cameron Jones were paying Defendant Moore’s fees.

20 241. Defendant Samuel Sutton continued to engage in fraudulent probate filings or cause
21 persons working on his behalf to do so. In December 2022, Defendant Samuel Sutton executed a
22 purchase agreement with an addendum stating, “Buyer to pay probate costs, seller agrees to give
23 all information to buyer to file for probate. Seller agrees to sign documents regarding probate and
24 in an event the seller backs out from the contract then the seller will pay back all money spent on
25 probate to the buyer.” This was typical of the process used by Defendant Samuel Sutton for
26 probate matters: homeowners are required to provide sensitive personal information and sign

1 whatever probate documents are placed in front of them, but control over the entire process
2 belongs to Defendant Samuel Sutton, who handles everything else.

3 242. Another example of total control exercised by Defendant Samuel Sutton comes from
4 a letter submitted to the probate court in March 2024. In that letter, the person named personal
5 representative of their parent's estate through the efforts of Defendant Arizona Houses
6 complained that nobody would update him on the status of the probate case or provide him with
7 paperwork. The letter further alleged that the personal representative was told to sign documents
8 and add the letters "PR" after the signature to indicate "probate," when in fact the seller was
9 signing as personal representative and did not understand the nature of the documents.

10 243. Defendant Fowler St. Clair engaged in a similar conflict of interest representation
11 in a probate matter without telling the probate court the truth about the representation.

12 244. Attorney Dustin Schanaker of Fowler St. Clair represented the daughter of the
13 deceased owner of a home on Edgemont Avenue in probate court. This was the same probate
14 matter where Defendant Cameron Jones had caused the filing of a fraudulent pleading declaring
15 another heir to be dead, when in fact the supposedly dead heir had filed a competing probate
16 matter days earlier.

17 245. Defendant Fowler St. Clair appeared on behalf of the daughter, who challenged
18 another family member for the right to act as personal representative. At all times during the
19 purported representation, Defendant Cameron Jones (and/or his Alter Ego Entities) paid any
20 amounts due to Defendant Fowler St. Clair as a result of the representation.

21 246. After Defendant Fowler St. Clair appeared in that probate matter, the court
22 appointed the firm's client to be "Co-Administrator" along with another family member, for the
23 sole purpose of selling the property. Defendant Cameron Jones bought that property through one
24 of his entities. In other words, Defendant Fowler St. Clair represented both the buyer and the
25 seller in a transaction requiring court approval, without ever informing the court that they were
26 secretly being paid by the buyer and solely representing the buyer's interests.

1 247. In April 2023, Defendant Cameron Jones and Partner C secretly recorded a meeting
2 in which they convinced an heir to the deceased homeowner of a property on South 99th Drive to
3 allow him to take care of the probate matter at no cost to the heir. Although he is not a licensed
4 attorney, at that time Defendant Cameron Jones knew that probate law requires persons applying
5 to act as personal representative disclose to the probate court all other heirs eligible to serve as
6 personal representative.

7 248. Despite this, Defendant Cameron Jones told people signing the documents, “One
8 thing I was going to mention is, I would keep this away from your family, like especially on the
9 environment that I’m hearing it is. It’s probably not in their best interest for you to tell, it’s not in
10 their interest From my experience, once they hear that [heir] is going to make some money
11 on the estate for the family, they’re going to be like ‘oh, well how can we get a piece possibly,’
12 right? So I would just be very cautious on what you say, if you say anything. In fact, they really
13 don’t need to know anything until I close, preferably. So, like, let me close and help you through
14 this because they might try to give their two cents that may not benefit anyone.”

Title Company Involvement

15
16 249. The equity stripping scheme would not have been possible without the knowing
17 involvement of the title companies who performed escrow duties and obtained title insurance
18 policies for the transactions.

19 250. When acting as escrow agents, title company employees owe a fiduciary duty to the
20 parties on both sides of a transaction.

21 251. Despite owing a fiduciary duty to both the homeowner and the buyer in the
22 transactions, Defendants American Title and Magnus Title instead acted to protect defendants
23 named in this action to the detriment of the homeowners. The defendants did this because equity
24 stripping scammers generate a significant portion of their revenue.

25 252. Defendant American Title had actual knowledge of a broad variety of accusations
26 made against Defendants Cameron Jones and Samuel Sutton, along with their agents who acted

1 on their behalf. Yet American Title continued to transact business with Defendants Cameron
2 Jones and Samuel Sutton.

3 253. Gayla Thompson, an employee of Defendant American Title, worked with
4 Defendant Cameron Jones for a period of at least seven years, both during and after the A-Z
5 Homes Joint Venture period. Ms. Thompson believed that Defendant Cameron Jones did not
6 meet the ethical standards required of licensed real estate brokers, but American Title continued
7 doing business with him anyway.

8 254. Defendant American Title was aware of numerous calls from angry homeowners
9 complaining that they had been forced to move out of their homes by Defendant Cameron Jones.
10 Defendant American Title nevertheless continued to accept lucrative business opportunities from
11 Defendant Cameron Jones.

12 255. Defendant American Title justified their engagement in some questionable
13 transactions on the grounds that a court had ordered the sale of the property. Defendant American
14 Title did this even though they were well aware that Defendant Gazelle Investors primarily
15 secured default judgments because the distressed homeowners often could not afford attorneys to
16 fight the lawsuits.

17 256. Defendant American Title was fully aware that securing default judgments against
18 distressed homeowners was a business strategy for Defendant Cameron Jones, because Defendant
19 Cameron Jones explicitly stated this to Gayla Thompson.

20 257. Defendant Magnus Title also knew that Defendant Cameron Jones engaged in
21 illegal business practices, but largely turned a blind eye in order to protect their revenue stream.
22 In one instance, Defendant American Title refused to close a transaction because the homeowner's
23 ex-spouse refused to sign documents authorizing the sale. Defendant Cameron Jones turned to
24 Defendant Magnus Title to complete the transaction, because their standards for closing
25 transactions were even lower than those of Defendant American Title. Defendant Magnus Title
26 agreed to complete the transaction without securing the permission of the ex-spouse.

1 258. Even the employees of Defendant Magnus Title understood that the company was
2 facilitating improper transactions for Defendant Cameron Jones. For example, in September 2023
3 escrow assistant Riley Grabner emailed Defendant Cameron Jones regarding the Edgemont
4 Avenue property, which had been sold during the fraudulent probate handled by Defendant Fowler
5 St. Clair.

6 259. In the email Grabner noted that the purchase agreement originally recorded by
7 Defendant Cameron Jones was invalid (because it was signed by someone with no authority to
8 sell the property) and therefore Defendant Cameron Jones needed to record a statement releasing
9 the invalid purchase agreement before the Edgemont property could be sold to a new buyer.
10 Defendant Cameron Jones responded that he would record a release of the invalid contract, but
11 not until the transaction closed, in order to maintain leverage through the cloud on the title created
12 by his invalid purchase agreement.

13 260. Grabner forwarded the exchange to branch manager Shawni Butler and asked, “Do
14 you want to hash it out with him since he is investor who uses Magnus? Or am I ok to request
15 docs he claims to have giving them interest in property and telling him agreement signed is not
16 valid [because] signors didn’t have authority?” Butler replied noting the transaction was set to
17 close in just a few days anyway, and told Grabner to send a release for Defendant Cameron Jones
18 to sign and notarize.

19 261. Grabner responded and opined that it was “crazy” that “investors can take an
20 agreement that is not valid, not do the due diligence of confirming said person has authority to
21 sign said agreement, record said agreement against property and get paid to release it.”

22 262. Defendant Magnus Title proceeded with this “crazy” action. Indeed, Defendant
23 Magnus Title went on to assist Defendant Cameron Jones in at least one other transaction where
24 a third party paid money to convince Jones to release an admittedly invalid contract.

25 263. Despite having a fiduciary duty to both buyer and seller, on numerous occasions
26 Magnus Title closed entire transactions without ever speaking to the homeowners, because

1 Defendant Cameron Jones demanded to retain absolute control over the transactions by acting as
2 the sole point of contact. Magnus Title would also allow Defendant Cameron Jones to choose
3 which notary was dispatched to witness the homeowner signatures on transaction documents,
4 risking that the notary would also act as a part of the equity stripping scheme.

5 264. On January 4, 2024, Defendant Cameron Jones exchanged emails with branch
6 manager Krista Diaz in which Diaz insisted on speaking to a homeowner before closing a
7 transaction. Diaz said: “I just corresponded with the president of the company on this. It’s always
8 been a mandated practice that we speak with the seller directly as part of our due diligence. [. . .]
9 It appears that Beth and Kristine may have been closing escrows without doing that but it really
10 is a violation of company policy.” On information and belief, Diaz was referring to Senior Escrow
11 Officer Beth Ramirez and Escrow Officer Kristine Osborn.

12 265. On information and belief, Ramirez and Osborn were not the only escrow officers
13 at Magnus Title who allowed Defendant Cameron Jones to close escrow even though he refused
14 to let the homeowners to speak to the escrow officers. On information and belief, this occurred
15 in multiple transactions, all in purported violation of company policy.

16 266. Defendant Magnus Title knew Defendant Cameron Jones engaged in unlawful
17 transactions. On August 12, 2023, Defendant Cameron Jones contacted escrow officer Maureen
18 Perry at Magnus, inquiring about purchasing an owner’s title insurance policy for a transaction he
19 had closed outside of escrow. This related to a “subject to” transaction where the homeowner had
20 an FHA-backed reverse mortgage, which meant the “subject to” transaction was unlawful for at
21 least two separate reasons.

22 267. Perry ignored Defendant Cameron Jones, so he followed up on his inquiry on
23 August 14, followed up again on August 17, and followed up yet again on August 22. After that
24 fourth request, Perry sent Defendant Cameron Jones a preliminary commitment for title insurance
25 on August 22, 2023.

26 268. On August 24, 2023 Defendant Cameron Jones inquired again about paying for the

1 title insurance policy. Perry replied, "Let me check fee book and see how low I can get it."

2 269. Less than three hours later, Perry emailed Defendant Cameron Jones saying, "Hey
3 there, been officially instructed that I cannot do Subj To's/Wraps on FHA or VA loans."

4 270. On August 31, 2023, Defendant Magnus Title branch manager Brittany Smith
5 emailed Defendants Samuel Sutton and Ajoy Augustine to inform them that multiple transactions
6 relating to FHA or VA loans would not be closed. She said, "As of yesterday, Mo [Maureen
7 Perry] was fired from magnus [sic] for dong SUB2 transactions on FHA and VA loans. We can
8 no longer do these transactions." On information and belief, Maureen Perry alone had closed at
9 least 58 of these forbidden transactions before getting fired.

10 271. On September 1, 2023 Defendant Cameron Jones emailed Defendant Magnus Title
11 requesting the company open escrow on a new transaction. Escrow Assistant Linnea Smyrnos
12 forwarded the request to company president DiAnna Jackman saying, "A little bird told me this
13 guy has a few lawsuits against him. Let me know what you would like us to do with him. He
14 sent [Maureen Perry] a lot!!" Branch manager Nick Maggiore added, "I know he sent Mo a lot
15 of deals but not sure if you want to pass this along to another [escrow officer] at Magnus or let
16 him know we won't be taking anymore [sic] deals."

17 272. On September 5, 2023, Defendant Magnus Title resigned as escrow agent for at least
18 three transactions related to Defendant Cameron Jones.

19 273. On September 8, 2023 Defendant Cameron Jones emailed Beth Ramirez, renewing
20 his request for the same title insurance policy that led to the firing of Maureen Perry and the
21 cancellation of multiple transactions for Defendants Cameron Jones and Samuel Sutton.

22 274. When she learned what Defendant Cameron Jones had done from other Magnus
23 employees, Ramirez responded, "Hahahahahaha Wonderful!! What is WRONG with these
24 people?" Ramirez also requested a copy of a deed of trust recorded by Defendant Cameron Jones
25 to "see what these crazies are doing."

26 275. When asked by a title officer to advise "on what to do with this mess," Ramirez

1 responded, “We’re going to do nothing! We’re going to cancel and send Mr. Cameron Jones down
2 the road. And if he sends any more deals, we’ll review them with a fine tooth comb.”

3 276. On information and belief, neither Ramirez nor Defendant Magnus Title reviewed
4 future transactions from Defendant Cameron Jones with a fine tooth comb. In fact, Ramirez did
5 the opposite by allowing escrow files to close without speaking to the seller, purportedly in
6 violation of company policy.

7 277. On information and belief, the company policy of Defendant Magnus Title was to
8 bend company policy in order to remain a part of the equity stripping scheme and continue
9 generating revenue from defrauded homeowners.

10 278. The title company defendants both participated in transactions know as “subject to,”
11 “sub to,” or “wrap” deals. These are deals where the homeowner would give a property deed to
12 Defendant Cameron Jones or Defendant Samuel Sutton, but the defendants would not pay off the
13 homeowner’s mortgage. Instead, the defendants would keep the transaction secret from the
14 mortgage lender, because lenders generally demand that mortgages be paid in full when the
15 property transfers unless the buyer is separately approved to assume the mortgage.

16 279. These “sub to” transactions are particularly dangerous for homeowners, because the
17 homeowner loses the property but remains stuck with the mortgage loan. The ruse is concealed
18 by defendants making payments to the mortgage lender as if the transfer of title never occurred.

19 280. These “sub to” transactions are particularly profitable for the equity stripping
20 enterprise, because the defendants do not need to borrow money to close a transaction. Instead,
21 they keep the homeowner as a tenant to cover the existing mortgage payments, watch the property
22 gain value through market appreciation, and evict the homeowner whenever they choose.

23 281. Rather than warning the mortgage lenders that the defendants were inducing
24 homeowners to participate in a fraudulent conspiracy, or even simply refusing to participate in a
25 fraudulent transaction, Defendant American Title prepared a multi-page “wrap addendum” to be
26 signed by both buyer and seller in a “sub to” transaction.

1 Samuel Sutton and his alter ego company, Defendant Magnum Financial. The statements were
2 made in a letter responding to an inquiry from the Consumer Information and Complaints section
3 regarding a homeowner complaint.

4 287. In the letter, Defendant Moore defended the actions of Defendant Magnum
5 Financial in a transaction involving a property on West Dailey Street. In the letter, Defendant
6 Moore claimed at the time the parties executed the purchase agreement the homeowner “asserted
7 that he had no debt beyond his mortgage on the property.” This statement was false, and
8 Defendant Moore knew or should have known it was false. In fact, the same day the homeowner
9 signed the purchase agreement, Defendant Jennifer Herbst transmitted a copy of the agreement by
10 email to Defendants Cameron Jones, Samuel Sutton, and Ajoy Augustine telling them not only
11 the amount due on the mortgage, but also that the Internal Revenue Service had placed an \$8,000
12 lien on the property.

13 288. In the letter, Defendant Moore also stated, “Magnum ran title and it was determined
14 that more money was owed on the property than the sale price. Magnum then notified [the
15 complaining homeowner] that they were not going through with the contract and [the complaining
16 homeowner] agreed.” This statement was false, and Defendant Moore knew or should have
17 known it was false. In fact, Defendants Cameron Jones and Samuel Sutton spent weeks trying to
18 flip the West Dailey Street property to an investor, including listing it on a service used by
19 investors.

20 289. Contrary to the claims of Defendant Moore, it was the homeowners themselves who
21 sent a letter to the title company demanding cancellation of the transaction because Defendant
22 Magnum Financial was long past the contracted date for close of escrow and still had not
23 performed.

24 290. Defendant Fowler St. Clair assisted Defendant Cameron Jones and his alter ego
25 entities by repeatedly sending demand letters and filing lawsuits to enforce contracts that were not
26 merely unenforceable, but legally nonexistent.

1 291. One fundamental principle of contract law is mutuality of obligation, which is to
2 say each party must be obligated to do something for the other party. If an agreement places an
3 obligation on one party, while the other party is entirely free to either perform the contract or walk
4 away, then by definition it is not a real contract, it is an illusory contract. As the Arizona Supreme
5 Court put it, “an agreement which permits one party to withdraw at his pleasure is void,” because
6 “to agree to do something and to reserve the right to cancel the agreement at will is no agreement
7 at all.” *Shattuck v. Precision-Toyota, Inc.*, 115 Ariz. 586, 588 (1977) (internal citations and
8 quotations omitted).

9 292. Arizona courts do not treat void contracts as agreements that can be made
10 enforceable by severing improper provisions. Rather, the courts treat void contracts as if they
11 never happened. As the Arizona Supreme Court put it, “A void contract is one which never had
12 any legal existence or effect, and it cannot in any manner have life breathed into it.” *Columbus*
13 *Life Ins. Co. v. Wilmington Tr., N.A.*, 255 Ariz. 382, 384, ¶ 8 (2023) (quoting *Nat’l Union Indemn.*
14 *Co. v. Bruce Bros., Inc.*, 44 Ariz. 454, 464 (1934)).

15 293. Defendant Gazelle Investors used a standard form Purchase and Sale Agreement
16 that created an illusory contract. Section 7 of the standard Purchase and Sale Agreement stated,
17 “This is a legal binding agreement between both parties in which the seller is unable to cancel this
18 agreement for any reason, However, the buyer can cancel this agreement with a full refund of the
19 buyer’s earnest money.” [All errors in original.]

20 294. This provision rendering Defendant Gazelle Investors’ obligation illusory is
21 consistent with the business practice of Defendant Cameron Jones: he rushes to distressed
22 homeowners and uses high-pressure tactics to get the homeowners to sign the purchase agreement
23 immediately, while giving himself weeks or months to test the market and decide if the deal will
24 be profitable for him. If Defendant Cameron Jones comes to believe a particular purchase
25 agreement is not profitable, he will cancel it and reclaim his (paltry) earnest money deposit. If a
26 homeowner comes to believe the purchase agreement is not profitable, Defendant Cameron Jones

1 engages Defendant Fowler St. Clair to force the homeowner out of the home.

2 295. Defendant Cameron Jones knew this provision in the contract—allowing the buyer
3 to cancel at will but locking the seller into an unbreakable obligation—was illegitimate. He
4 demonstrated this knowledge on multiple occasions, when he used his own standard form
5 purchase agreement to re-sell property he had obtained from homeowners to other investors.
6 When using his own form with Defendant Gazelle Investors as the seller instead of the buyer, he
7 removes the cancellation clause entirely. Defendant Cameron Jones refuses to be bound by a
8 cancellation clause that he repeatedly enforced against the homeowners who fell victim to his
9 scheme.

10 296. Defendant Fowler St. Clair had actual knowledge of this provision in the standard
11 form contract, because attorney Brian Locker repeatedly drafted demand letters and lawsuits for
12 specific performance that quoted the provision. Frequently this led to default judgments against
13 homeowners, and eventually their eviction from the property—all because Defendant Fowler St.
14 Clair knowingly used the courts to enforce contracts that did not even exist under Arizona law.
15 Defendant Fowler St. Clair did this for financial gain.

16 297. On information and belief, Defendant Fowler St. Clair advised Defendant Cameron
17 Jones to use contract enforcement suits strategically in order to avoid actual judicial scrutiny of
18 his standard form purchase agreement. Defendant Fowler St. Clair would fully pursue final
19 default judgments when the homeowner could not afford to defend the claims in court, but when
20 homeowners did hire attorneys to fight back, Defendant Cameron Jones would settle rather than
21 defend the contract in court.

22 298. Defendant Zona Law assisted the equity stripping scheme by assisting Defendants
23 Cameron Jones with evictions of homeowners. These evictions were based not only on the legally
24 unenforceable purchase agreements, but also on legally unenforceable leaseback agreements.
25 Attorney Scott Williams carried out the eviction actions without concern for whether the eviction
26 was based on solid legal and ethical ground.

1 304. These affidavits were sworn under oath, subject to legal penalties for false
2 attestation, witnessed by a notary, and recorded in a system available to the public. Defendants
3 Cameron Jones and Samuel Sutton intended members of the public to rely on these sworn
4 statements, as evidenced by the expense they incurred in order to place a cloud on the titles of the
5 properties.

6 305. A large number of those affidavits identified either Defendant Cameron Jones or
7 Defendant Samuel Sutton as the Affiant, and then defined the Buyer in the attached purchase
8 agreement as the Affiant.

9 306. However, neither Defendant Cameron Jones nor Defendant Samuel Sutton were
10 ever named as buyers in the underlying purchase agreements. Rather, the formal buyers were
11 Alter Ego Entities, such as Defendant Gazelle Investors, Defendant Magnum Financial, and
12 Defendant A-Z Homes.

13 307. These sworn and recorded affidavits contained misrepresentations in connection
14 with the sale or advertisement of real property.

15 308. These falsehoods made under oath were intended to create confusion and make it
16 more difficult for distressed homeowners to identify the parties against whom they could vindicate
17 their rights.

18 309. Defendants Cameron Jones and Samuel Sutton knew how to create affidavits that
19 did not contain false statements regarding the identity of the buyer, because together they recorded
20 at least 50 affidavits that did not contain this falsehood.

21 310. Creating an affidavit that contained this falsehood, when they were fully capable of
22 creating affidavits without the falsehood, was a knowing and willful act by the Affiant in each
23 instance.

24 311. Each individual affidavit in which the named Affiant and the named Buyer were
25 different constitutes a separate act in violation of the Consumer Fraud Act.

26 312. Defendants Cameron Jones and Samuel Sutton knew or should have known that

1 making false statements under oath, and recording those false statements with the county recorder
2 in order to force homeowners to engage in real estate transactions with them, was a violation of
3 the Consumer Fraud Act.

4 313. The State seeks the maximum civil penalty for each fraudulent affidavit pursuant to
5 A.R.S. § 44-1531, as well as other remedies available for violations of the Consumer Fraud Act.

6 **COUNT 2**
7 **CONSUMER FRAUD ACT – RECRUITING**
8 **(Defendants Cameron Jones, Samuel Sutton, Brad Berdine,**
9 **Todd Campbell, Ajoy Augustine)**

10 314. The allegations in all previous and subsequent paragraphs are hereby incorporated
11 as if set forth fully herein.

12 315. A key element of the equity stripping scheme during the A-Z Homes Joint Venture
13 period was recruiting drivers and door knockers. Defendants Cameron Jones, Samuel Sutton,
14 Brad Berdine, and Todd Campbell performed this recruiting through direct outreach to individuals
15 and by hosting at least one “educational” seminar.

16 316. The 2019 Profiteam Bootcamp lured in potential drivers with false statements about
17 the qualifications and experience of the presenters at the event. Defendants Cameron Jones,
18 Samuel Sutton, Berdine, Campbell, and Augustine participated in the creation and dissemination
19 of this false and fraudulent advertising. All of these defendants knew or should have known that
20 the advertising materials disseminated were false and fraudulent in violation of the Consumer
21 Fraud Act.

22 317. Although the defendants sold tickets to the Profiteam Bootcamp, the true purpose
23 of the event was not financial gain through the sale of event tickets, but rather recruiting drivers
24 and door knockers to participate in their equity stripping scheme.

25 318. Defendants Cameron Jones, Samuel Sutton, Berdine, Campbell, and Augustine
26 characterized Defendant A-Z Homes as a “School” so they could convince drivers and door
knockers to work long hours for low compensation, on the grounds that the false and fraudulent

1 tuition charge purportedly waived for these individuals was part of their compensation package.
2 Not only was the claim about charging tuition false, the information imparted by the so-called
3 “School” was not worthwhile because it was accompanied by a non-compete agreement that itself
4 was unenforceable under Arizona law for multiple reasons. The information imparted by the
5 “School” was related to the equity stripping scheme, and therefore the curriculum itself was
6 unlawful.

7 319. Defendants Cameron Jones, Samuel Sutton, Berdine, Campbell, and Augustine
8 willfully drafted, designed, prepared, and disseminated advertisements they knew contained false
9 information to recruit other participants for their equity stripping scheme.

10 320. Each individual and entity to which the false and fraudulent Bootcamp flyer was
11 targeted constitutes a separate act in violation of the Consumer Fraud Act.

12 321. Each time the listed defendants convinced a driver to execute the “Education
13 Confidentiality, Noncircumvention Agreement & Right of First Refusal” agreement constitutes a
14 separate act in violation of the Consumer Fraud Act.

15 322. The State seeks the maximum civil penalty for each act pursuant to A.R.S. § 44-
16 1531, as well as other remedies available for violations of the Consumer Fraud Act.

17 **COUNT 3**
18 **CONSUMER FRAUD ACT – FRAUDULENT ACTS**
19 **(All Defendants)**

20 323. The allegations in all previous and subsequent paragraphs are hereby incorporated
21 as if set forth fully herein.

22 324. From 2016 to 2024, the listed defendants used deception, fraud, false pretense, false
23 promises, and misrepresentations in connection with the sale or advertisement of purported real
24 estate services to Arizona consumers.

25 325. Those acts include making false statements to homeowners about “saving” property
26 from foreclosure when the true intent was to deceive the homeowners into losing their houses to
the defendants rather than the foreclosing banks.

1 326. Those acts include false representations about the entities represented by the
2 individual defendants, including the “sticker campaign” to deceive homeowners into believing
3 defendants were a package delivery service, the creation of Defendant Arizona’s Helping Hands
4 to deceive homeowners into believing the defendants represented a charitable organization, and
5 using company names that did not exist at all to deceive homeowners into believing the defendants
6 represented legitimate businesses.

7 327. Those acts included presenting homeowners with purchase agreements that
8 purportedly could not be cancelled by the seller, when in fact the defendants knew or should have
9 known that the purchase agreement forms were void and unenforceable under the laws of the State
10 of Arizona.

11 328. Those acts included presenting homeowners with purchase agreements stating:
12 “Seller hereby authorizes Buyer to record the deed upon its execution and recording.” This
13 sentence does not make sense logically, syntactically, or legally, but was drafted to confuse
14 homeowners into believing that the deed would be recorded at or after the close of escrow. In
15 fact, in numerous cases the defendants would record deeds transferring ownership of the property
16 long before the close of escrow.

17 329. Those acts included presenting homeowners with purchase agreements stating:
18 “The Buyer and Seller agree and warrant that there are no oral promises, conditions,
19 representations, understandings, interpretations, or terms of any kind as conditions or inducements
20 to the execution hereof or in effect between the parties that are not also in this Contract.” In fact,
21 the defendants frequently made additional promises and offered additional inducements to
22 homeowners, such as preparing, filing, and paying for fraudulent bankruptcy and probate cases,
23 as well as giving things of value to the homeowners such as mobile phones and groceries.

24 330. These acts include sending demand letters to homeowners demanding compliance
25 with contracts that are void under Arizona law and demanding the homeowners vacate the
26 property on pain of eviction after defendants fraudulently obtained title to the properties.

1 331. These acts include participating in the filing of bankruptcy and probate proceedings
2 with fraudulent intent.

3 332. These acts include recording documents purporting to claim an interest in real
4 property while knowing or having reason to know the documents were invalid, in violation of
5 A.R.S. § 33-420.

6 333. These acts include closing escrow without conducting adequate due diligence into
7 the legitimacy of the transaction, including refusing to contact purported sellers at the insistence
8 of the equity stripping scammers.

9 334. These acts include, as described in an email from Partner C to Defendants Cameron
10 Jones, Samuel Sutton, and Brad Berdine, taking affirmative steps to “pose as a home advocate.”

11 335. Defendants Cameron Jones, Sal Huesca, Daniel Carrillo, Mitchell Mendez, Evelyn
12 Huesca, and Jennifer Herbst all made false and deceptive statements directly to homeowners in
13 order to deceive those homeowners into selling their homes at a price far below the fair market
14 value. These defendants knew or should have known that their acts violated the Consumer Fraud
15 Act.

16 336. Defendants Invest in AZ (through Partner C), A-Z Homes (though the principals
17 and the individuals working at the direct of the principals), and the Alter Ego Entities (through
18 their alter ego individuals) all participated in the false and fraudulent acts.

19 337. Defendants John N. Moore, Fowler St. Clair, Zona Law, Magnus Title, and
20 American Title Service Agency all participated in the false and fraudulent acts. These defendants
21 knew or should have known that their actions violated the Consumer Fraud Act.

22 338. Taken together, these acts combined to form a scheme or artifice to defraud, which
23 constitutes an unfair business practice under the Consumer Fraud Act.

24 339. The State seeks the maximum civil penalty for each act committed by each
25 defendant pursuant to A.R.S. § 44-1531, as well as other remedies available for violations of the
26 Consumer Fraud Act.

1 agreement forms for the purchase of properties from distressed homeowners.

2 348. The defendants who participated in the A-Z Homes Joint Venture executed at least
3 65 purchase agreements for residential real estate containing the following provision:
4 “[N]otwithstanding anything to the contrary contained in this Contract, at any time on or before
5 the Close of Escrow, Buyer shall have the right to terminate this Contract if Buyer determines in
6 its sole discretion that the Property is not feasible and/or that the Property does not meet Buyer’s
7 purchase criteria.”

8 349. Defendant Cameron Jones and his related entities have executed at least 105
9 purchase agreements for residential real estate containing the following provision: “This is a legal
10 binding agreement between both parties in which the seller is unable to cancel this agreement for
11 any reason, However, the buyer can cancel this agreement with a full refund of the buyer’s earnest
12 money.”

13 350. These purchase agreements lack mutuality of obligation, and are void under Arizona
14 law. These agreements are not merely unenforceable, by definition they are not contracts at all.
15 In each instance, the distressed homeowner is stuck with the agreement, unable to escape for any
16 reason, while the buyer can terminate the contract at any time for any reason or no reason
17 whatsoever with a full refund of any earnest money paid.

18 351. This allowed the defendants to take as much time as they wished shopping around
19 for opportunities to flip the property to another owner, and if they could not sell the property for
20 a profit they deemed sufficient, they would simply cancel the contract.

21 352. Earnest money is money deposited into escrow by a buyer to demonstrate a good
22 faith intention to complete the transaction. Cancelling the transaction for a reason not expressly
23 stated in the agreement typically results in releasing the earnest money to the seller, as
24 compensation for having removed the property from the open market during the time the purchase
25 agreement was in effect.

26 353. By giving themselves an absolute and unconditional right to cancel any purchase

1 agreement and get a full refund of all earnest money, the defendants were free to test the waters
2 and learn how much equity they would be able to strip from a homeowner, at no cost to
3 themselves. This in effect tricks the distressed homeowner into giving the defendants an option
4 contract for free, while the homeowners lose valuable time that could be spent finding a way to
5 prevent foreclosure through loan modification or other means.

6 354. The title company defendants pressed forward with these void contracts on the
7 grounds that the contracts contain escrow instructions that they are obligated to follow. However,
8 escrow instructions contained in a void contract are themselves void.

9 355. The title company defendants had actual knowledge of repeated use of void
10 contracts as free option contracts but did not disclose this knowledge to any sellers, in violation
11 of their fiduciary duties.

12 356. The law firm defendants had actual knowledge of repeated use of void contracts as
13 free option contracts, yet they pressed forward with making litigation threats to distressed
14 homeowners and following through on those threats by filing lawsuits, and/or defending lawsuits
15 by contending that contracts they knew to be void were valid and enforceable, in violation of their
16 legal and ethical duties.

17 357. All listed defendants knew or should have known that the purchase agreements were
18 void and unenforceable.

19 358. All listed defendants moved forward with enforcement of contracts that were void
20 and unenforceable for the purpose of financial gain.

21 359. Securing signatures of homeowners on purchase agreement forms that are void
22 under Arizona law constitutes an unfair business practice under the Consumer Fraud Act.

23 360. All listed defendants knew or should have known that the business practices of
24 Defendants Cameron Jones and Samuel Sutton were unfair business practices.

25 361. All defendants knowingly, intentionally, and willingly participated in the scheme to
26 enforce void contracts and strip homeowners of the equity in their property.

1 provided by the homeowners in the form of executing documents purporting to give the listed
2 defendants (or their Alter Ego Entities) an interest in the residence in foreclosure by way of a
3 purchase agreement, a deed, and/or another instrument conveying an interest in the residence.

4 369. In every instance when the listed defendants performed these acts, they failed to
5 give the homeowners a right to rescind the agreement within three days.

6 370. On multiple occasions, Defendant Samuel Sutton required homeowners executing
7 purchase agreements to waive their right to rescind the agreement within three days.

8 371. These actions violate the Foreclosure Consultants Act, A.R.S. §§ 44-1378 *et seq.*

9 372. Each violation of the Foreclosure Consultants Act constitutes a violation of the
10 Consumer Fraud Act pursuant to A.R.S. § 44-1378.07(B).

11 373. The listed defendants knew or should have known that their actions violated the
12 Foreclosure Consultants Act and therefore violated the Consumer Fraud Act.

13 374. The listed defendants acted willfully and intentionally when they persuaded
14 distressed homeowners that the defendants wanted to help the homeowners save their homes from
15 foreclosure.

16 375. The State seeks the maximum civil penalty against each defendant for each violation
17 of the Foreclosure Consultants Act pursuant to A.R.S. § 44-1531, as well as other remedies
18 available for violations of the Consumer Fraud Act.

19 **COUNT 7**

20 **CONSUMER FRAUD ACT – UNAUTHORIZED PRACTICE OF LAW**

21 **(Defendants Cameron Jones, Samuel Sutton, Sal Huesca, Evelyn
22 Huesca, Daniel Carrillo, Jennifer Herbst)**

23 376. The allegations in all previous and subsequent paragraphs are hereby incorporated
24 as if set forth fully herein.

25 377. On multiple occasions, the listed defendants advised distressed homeowners that
26 one way to delay a trustee sale is to file for bankruptcy and notify the trustee of the filing, taking
advantage of the automatic stay conferred on those seeking the protection of federal bankruptcy

1 laws.

2 378. Defendants Cameron Jones and Samuel Sutton trained their drivers and door
3 knockers to advise homeowners how to use the bankruptcy system to delay trustee sales. The
4 training included the distribution of written training materials to drivers and door knockers,
5 distribution of blank bankruptcy forms to drivers and door knockers for use when meeting with
6 homeowners, and distribution of a sample bankruptcy petition demonstrating how to fill out the
7 form in a way most advantageous to the defendants. The sample forms included a sample request
8 for the homeowner to pay the filing fees in installments.

9 379. The listed defendants would advise homeowners that the case initiation forms were
10 the only forms the homeowners would need to worry about, because the court would automatically
11 dismiss the case after a short time because the homeowner failed to file all required information.
12 That short delay freezing the foreclosure auction would give Defendants Cameron Jones and
13 Samuel Sutton enough time to arrange for an equity-stripping transaction, and the automatic
14 dismissal of the case for failure to file all required forms would lift the bankruptcy stay, clearing
15 the path for the title companies to close the transaction.

16 380. The listed defendants would file the forms with the court and pay the filing fees on
17 behalf of the homeowner. The listed defendants would file the request to pay the filing fees in
18 four installments knowing that the case would be automatically dismissed before the second
19 installment came due. In effect, the listed defendants were buying an automatic stay of the trustee
20 sale, and paying only 1/4 of the filing fee to get the stay because they only needed the stay for a
21 brief period of time.

22 381. Advising homeowners about their options for filing bankruptcy violates state law
23 regarding the unauthorized practice of law.

24 382. Assisting homeowners in filling out bankruptcy forms, without a license to do so,
25 violates federal bankruptcy law. At all relevant times, the listed defendants were not licensed to
26 prepare bankruptcy forms.

1 383. Defendants Cameron Jones and Samuel Sutton were barred by the United States
2 Bankruptcy Court for the District of Arizona from directly or indirectly preparing documents for
3 filing with the court. The order also applied to the “employees, agents and contractors” of
4 Defendant A-Z Homes, which included Defendants Sal Huesca, Evelyn Huesca, Daniel Carrillo,
5 and Jennifer Herbst.

6 384. The listed defendants continued to advise homeowners to file for bankruptcy
7 protection to stop trustee sales, and continued to assist the homeowners with filling out and filing
8 the forms. This includes a bankruptcy filing the District of Arizona on or about January 10,
9 2020. Defendant A-Z Homes entered into a contract to purchase property from a homeowner
10 shortly before the bankruptcy forms for that homeowner were prepared and filed.

11 385. Nearly a year after the order from the District of Arizona bankruptcy court,
12 Defendant Cameron Jones performed similar actions with a homeowner in Texas. Those actions
13 led to a similar order barring Defendant Cameron Jones from assisting with bankruptcy in the
14 Southern District of Texas, as well as a referral to the State Bar of Texas for unauthorized practice
15 of law.

16 386. Defendants Cameron Jones, Samuel Sutton, Sal Huesca, and Daniel Carrillo also
17 advised homeowners regarding the filing of probate cases, including in at least one instance
18 advising that the probate proceedings be kept secret from individuals who by law had a right to
19 be notified.

20 387. The advice and assistance regarding bankruptcy and probate constitutes
21 unauthorized practice of law in furtherance of a scheme to commit consumer fraud, which is an
22 unfair business practice under the Consumer Fraud Act.

23 388. The listed defendants knew or should have known that they were violating the
24 Consumer Fraud Act by engaging in the unauthorized practice of law, including by ignoring
25 multiple warnings by federal bankruptcy judges that their actions were illegal.

26 389. The State seeks the maximum civil penalty against each defendant for each act

1 constituting unauthorized practice of law in which they played a role pursuant to A.R.S. § 44-
2 1531, as well as other remedies available for violations of the Consumer Fraud Act.

3 **COUNT 8**
4 **CONSUMER FRAUD ACT – FINANCIAL EXPLOITATION OF VULNERABLE**
5 **ADULTS**

6 **(Defendants Cameron Jones, Sal Huesca, Daniel Carrillo)**

7 390. The allegations in all previous and subsequent paragraphs are hereby incorporated
8 as if set forth fully herein.

9 391. During the relevant time periods, the listed defendants engaged in multiple real
10 estate transactions with adults who were unable to protect themselves from exploitation due to
11 physical and/or mental impairments.

12 392. The listed defendants established relationships with these vulnerable adults by
13 portraying themselves as associates of an empty shell company deceptively named to sound like
14 a charitable organization, promising to save the vulnerable adults' homes from foreclosure, and
15 handling important confidential actions for the vulnerable adults, such as making direct contact
16 with lenders, preparing legal paperwork, and acting as the sole point of contact with escrow
17 officers.

18 393. Sometimes within mere hours of meeting the listed defendants, the vulnerable adults
19 were sharing highly private and confidential information with the listed defendants, including
20 copies of government-issued identification documents, social security numbers, birthdates,
21 identities and locations of relatives, mortgage account information, bank account information, and
22 death certificates of loved ones.

23 394. In both intent and effect, the falsehoods and half-truths told by the listed defendants
24 established confidential relationships between the listed defendants and the vulnerable adults.

25 395. The listed defendants established the confidential relationships for the sole purpose
26 of using the primary assets of the vulnerable adults—their homes—for the benefit of the listed
defendants rather than the benefit of the vulnerable adults. In some instances, the listed defendants

1 succeeded in their scheme to take control of the vulnerable adults' property in a manner financially
2 advantageous to the listed defendants and financially disadvantageous to the vulnerable adults.

3 396. Establishing confidential relationships with vulnerable adults for the sole purpose
4 of financially exploiting those vulnerable adults is an unfair business practice, as it violates the
5 Adult Protective Services Act, A.R.S. § 46-456.

6 397. The listed defendants knew or should have known that deceiving vulnerable adults
7 in order to trick them into giving away their homes at far below market value violates the
8 Consumer Fraud Act.

9 398. The State seeks the maximum civil penalty against each defendant for each act of
10 financial exploitation of a vulnerable adult pursuant to A.R.S. § 44-1531, as well as other remedies
11 available for violations of the Consumer Fraud Act.

12 **COUNT 9**

13 **RACKETEERING – SCHEME OR ARTIFICE TO DEFRAUD**

14 **(All Defendants)**

15 399. The allegations in all previous and subsequent paragraphs are hereby incorporated
16 as if set forth fully herein.

17 400. All defendants in this case were associated with each other by the fact that all
18 worked in one way or another toward the common purpose of advancing the equity stripping
19 scheme originally launched by Defendants Cameron Jones and Dorothy Jones through Defendant
20 Gazelle Investors.

21 401. The scheme was a comprehensive end to end plan in which all defendants played
22 their part. From entity formation, to recruiting associates for the enterprise through fraud, to
23 engineering software making the scheme more efficient, to developing false and misleading
24 pretexts for contacting distressed homeowners in the guise of "saving the home from foreclosure,"
25 to preparing and filing fraudulent documents with bankruptcy courts and probate courts, to
26 lawyers bringing frivolous claims in court in order to spend homeowners into submission, to
escrow officers closing questionable deals for their VIP customers while ignoring their duties to

1 victimized homeowners, to lawyers filing evictions *en masse* without ever inquiring why their
2 clients were beset by so many homeowners claiming fraud.

3 402. These defendants knew what they were doing. The principals knew they were
4 constructing a massive scheme to transfer wealth from distressed homeowners to their own
5 pockets, and they worked hard at innovating their fraudulent techniques in order to exploit more
6 and more homeowners. The associates of Defendants Cameron Jones and Samuel Sutton knew
7 they were participating in a massive fraud scheme that depended on deceiving homeowners,
8 courts, and lenders. The lawyers and title companies knew the people running the enterprise were
9 acting improperly, and they knew innocent homeowners were getting hurt. Every single defendant
10 played their part in the scheme, working as a continuing unit to achieve a common purpose:
11 making money by tricking distressed homeowners into selling their homes far below fair market
12 value.

13 403. The equity stripping scheme was an intricate plan, constantly reviewed and refined
14 by the principals in charge of the enterprise. The plan employed strategies that were artful and
15 evil, designed and revised to overcome any and all objections homeowners made, either prior to
16 executing the void purchase agreements or after the homeowners realized they had been scammed.

17 404. The scheme relied upon false and fraudulent pretenses, representations, promises,
18 and material omissions.

19 405. The scheme was intended to mislead homeowners for the purpose of gaining
20 financial benefit.

21 406. The scheme was successful in obtaining benefits, such that the defendants
22 collectively generated millions of dollars in revenue for themselves.

23 407. The scheme was chargeable or indictable under the laws of the State of Arizona as
24 a class 2 felony and would be punishable by imprisonment of more than one year. A.R.S. § 13-
25 2310.

26 408. All participants in the scheme did so for financial gain.

1 Arizona as a class 4 felony and would be punishable by imprisonment of more than one year.
2 A.R.S. § 13-2002.

3 417. The listed defendants committed these act for financial gain.

4 418. These acts of forgery, deployed in service of the equity stripping scheme and as part
5 of that same enterprise, meet the definition of racketeering pursuant to A.R.S. § 13-
6 2301(D)(4)(b)(iv).

7 419. Pursuant to A.R.S. § 13-2314(A), the Attorney General is authorized to file this
8 action on behalf of all persons who sustained injury to their property as a result of racketeering
9 for recovery of treble damages and cost of suit. The Attorney General may also seek remedies
10 before a determination of liability, including restraining orders and enforcement of constructive
11 trusts pursuant to A.R.S. § 13-2314(C).

12 420. All defendants that acquired any property as a result of this scheme currently stand
13 as involuntary trustees, holding that property, its proceeds and its fruits in constructive trust for
14 the benefit of the persons victimized by the scheme.

15 **COUNT 11**
16 **RACKETEERING – ILLEGALLY CONDUCTING AN ENTERPRISE**
17 **(All Defendants)**

18 421. The allegations in all previous and subsequent paragraphs are hereby incorporated
19 as if set forth fully herein.

20 422. At all relevant times, the persons and entities named as defendants in this suit were
21 associated in fact over an extended period of time working toward the common goal of
22 successfully executing the equity stripping scheme. The defendants collectively operated as an
23 enterprise during the relevant period.

24 423. Each of the defendants conducted the affairs of the enterprise by playing specific
25 roles in the equity stripping scheme.

26 424. Each of the defendants engaged in racketeering through a scheme or artifice to
defraud and/or forgery. The affairs of the enterprise were conducted through these racketeering

1 acts, and the purpose of the enterprise was to engage in racketeering acts.

2 425. Each of the defendants participated directly or indirectly in the conduct of the
3 enterprise knowing that the enterprise was being conducted through acts of racketeering.

4 426. Each of the defendants knowingly participated in the conduct of the enterprise for
5 financial gain.

6 427. The acts of the defendants meet the definition of illegally conducting an enterprise
7 pursuant to A.R.S. § 13-2312(B).

8 428. These acts of illegally conducting an enterprise are chargeable or indictable under
9 the laws of the State of Arizona as a class 3 felony and would be punishable by imprisonment of
10 more than one year. A.R.S. § 13-2312(D).

11 429. Pursuant to A.R.S. § 13-2314(A), the Attorney General is authorized to file this
12 action on behalf of all persons who sustained injury to their property as a result illegally
13 conducting the enterprise for recovery of treble damages and cost of suit. The Attorney General
14 may also seek remedies before a determination of liability, including restraining orders and
15 enforcement of constructive trusts pursuant to A.R.S. § 13-2314(C).

16 430. All defendants that acquired any property as a result of this scheme currently stand
17 as involuntary trustees, holding that property, its proceeds and its fruits in constructive trust for
18 the benefit of the persons victimized by the scheme.

19 **COUNT 12**

20 **ALTER EGO**

21 **(Defendants Cameron Jones, Samuel Sutton, Sal Huesca, all**
22 **Cameron Jones Alter Ego Entities, all Samuel Sutton Alter Ego**
23 **Entities, all Sal Huesca Alter Ego Entities)**

24 431. The allegations in all previous and subsequent paragraphs are hereby incorporated
25 as if set forth fully herein.

26 432. Defendants Cameron Jones, Samuel Sutton, and Sal Huesca established their
respective Alter Ego Entities to facilitate their equity stripping scheme. Each acted as sole
member and manager of their respective Alter Ego Entities exercising complete unity of control.

1 Entities and their respective individual defendants, the real properties acquired by means of
2 unlawful acts and/or practices may be restored to the rightful owners or disgorged. A.R.S. § 44-
3 1528(A).

4 441. Following a finding of liability under the Racketeering Act against the Alter Ego
5 Entities and their respective individual defendants, the real properties acquired through illegally
6 conducting an enterprise are subject to forfeiture. A.R.S. § 13-2314(D)(6).

7 442. This action affects title to the real properties, and the State is entitled to record
8 notices of the pendency of this action pursuant to A.R.S. § 12-1191.

9
10 **WHEREFORE** Plaintiff State of Arizona prays for a Judgment:

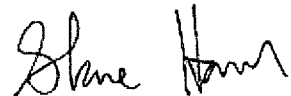
- 11 a. Finding liability on all counts in this Complaint;
- 12 b. Ordering Defendants to pay damages and/or treble damages in amounts to be
13 proved at trial;
- 14 c. Ordering Defendants to pay civil penalties in amounts to be proved at trial;
- 15 d. Ordering Defendants to disgorge any profits, gains, gross receipts, or other
16 benefits obtained in violation of the Consumer Fraud Act;
- 17 e. Ordering title to real property acquired in violation of the Consumer Fraud Act
18 be restored to the homeowners from whom it was unlawfully taken;
- 19 f. Ordering title to real property acquired as a result of racketeering and/or illegally
20 conducting an enterprise be forfeited upon proper notice and compliance with
21 the forfeiture procedures set forth in chapter 39, title 13, Arizona Revised
22 Statutes;
- 23 g. Dissolving the Cameron Jones Alter Ego Entities, the Samuel Sutton Alter Ego
24 Entities, the Sal Huesca Alter Ego Entities, CJplexs Holdings LLC, Invest In
25 AZ, LLC, Simple Realty Bits LLC; and A-Z Homes LLC;
- 26 h. Permanently enjoining all Defendants from any future violations of the

1 Consumer Fraud Act and the Racketeering Act;

- 2 i. Permanently enjoining Defendants Cameron Jones, Samuel Sutton, Sal Huesca,
3 Daniel Carrillo, Dorothy Jones, Mitchell Mendez, Jennifer Herbst, Todd
4 Campbell, and Ajoy Augustine (and their agents, assigns, and related entities)
5 from engaging in any activity, business, or enterprise involving the purchase and
6 sale of real property except for real property that is used as that defendant's
7 primary residence and qualifies for a homestead exemption pursuant to A.R.S.
8 33-1101;
- 9 j. Making appropriate referrals to the State Bar of Arizona for investigation of
10 unauthorized practice of law or violations of the Rules of Professional Conduct;
- 11 k. Making appropriate referrals to Adult Protective Services for investigation of
12 financial exploitation of vulnerable adults;
- 13 l. Ordering Defendants to pay, jointly and severally, costs recoverable pursuant to
14 any applicable statute, including A.R.S. § 44-1534; and
- 15 m. Such other relief as the Court deems just and proper
- 16
- 17

18 DATED this 7th day of March, 2025.

19 **KRISTIN K. MAYES**
20 ATTORNEY GENERAL

21 By: 
22 _____
23 Shane M. Ham
24 Liza Lawson
25 Assistant Attorneys General
26 *Attorneys for Plaintiff State of Arizona*