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

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

Plaintiff,

vs.

AMERA SUN CITY PEST CONTROL,  
INC., an Arizona corporation; LOUIS  
PLETT, in his individual capacity as owner of  
the corporate Defendant; WILMA LEE  
PLETT, as spouse of Defendant Louis Plett;

ATOMIC BEE & PEST CONTROL, LLC, an  
Arizona limited liability company; JOHN  
NELSON BEEBE, in his individual capacity  
as President of the corporate Defendant;  
JULIE ANNE BEEBE, as spouse of  
Defendant John Nelson Beebe,

Defendants.

Case No.

**CIVIL COMPLAINT**  
(Consumer Fraud Act)

The State of Arizona, *ex rel.* Mark Brnovich, the Attorney General (the “State”), alleges  
as follows:

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2. This Court has subject-matter jurisdiction.
3. This Court has jurisdiction over the Complaint and the parties necessary for the Court to enter appropriate orders pursuant to A.R.S. § 44-1528(A).
4. All events, acts and practices described in, and relevant to, this Complaint took place in Maricopa County, Arizona.
5. Defendants caused events to occur in this state, out of which the claims which are the subject of this Complaint arose.
6. Venue is proper in Maricopa County pursuant to A.R.S. § 12-401(17).

7. Plaintiff is the State of Arizona, *ex rel.* Attorney General Mark Brnovich, who is authorized to bring this action under the CFA.
8. Defendant Louis Plett is and has at all relevant times been a resident of Maricopa County.
9. Defendant Plett is the owner and former operator and CEO of Amera Sun City Pest Control, Inc.
10. Defendant Amera Sun City Pest Control, Inc. (“Amera Sun City”) is a pest-control business that operated primarily in Sun City, Arizona, from 1994 to October 1, 2017.
11. Defendant Wilma Lee Plett resides in Maricopa County, Arizona, and is named solely for any interest she possesses in her marital community with Defendant Louis Plett.
12. Defendant John Beebe is and has at all relevant times been a resident of Maricopa County.
13. Defendant John Beebe is the President of Defendant Atomic Bee & Pest Control (“Atomic”).

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1           14. Defendants John and Julie Anne Beebe are trustees of the John and Julie Beebe  
2 Family Trust, an Arizona trust which owns Defendant Atomic.

3           15. Defendant Atomic is an Arizona limited liability company operating as a pest-  
4 control business throughout Arizona, with its primary place of business in Mesa, Arizona.

5           16. Defendant Julie Ann Beebe resides in Maricopa County, Arizona, and is named  
6 solely for any interest she possesses in her marital community with Defendant John Beebe.

7                                   **FACTUAL BACKGROUND**

8           17. During its operation, Amera Sun City would treat consumers' homes for, among  
9 other pests, termites.

10          18. Amera Sun City would often spray the consumers' homes with chemicals, and  
11 allow consumers to purchase warranties on the termite treatment.

12          19. Some of the purchased warranties entitled consumers to an annual inspection and  
13 any necessary re-treatments free of further charge.

14          20. The prices consumers paid Amera Sun City for these termite warranties varied  
15 based on square footage, damage present at the time the contract was entered into, and various  
16 promotions Amera Sun City offered over the years.

17          21. In 2017, Amera Sun City entered into a purchase agreement with Atomic that  
18 included, among other things, the sale of all customer lists and all of the equipment and  
19 chemicals Amera Sun City owned at the time for its operation as a pest-control company.

20          22. The asset purchase agreement was finalized on October 2, 2017.

21          23. For approximately fifteen months following the finalization of the purchase  
22 agreement, Atomic provided termite services to the Amera Sun City customers as provided  
23 under the termite warranties.

24          24. After approximately fifteen months, Atomic determined that servicing warranties  
25 entered into by consumers with Amera Sun City would be too costly for Atomic, and informed  
26 consumers that Atomic was not responsible for honoring said termite-warranty contracts.

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25. Atomic did continue to offer consumers the opportunity to pay the \$125 “activation fee” in exchange for Atomic providing termite services to the customers under the terms of their previous Amera Sun City warranties.

26. As of September 2020, Atomic was not honoring the Amera Sun City termite-warranty contracts without payment of the \$125 “activation fee.”

27. As of September 2020, Amera Sun City was in the process of dissolution and deactivation with the Arizona Corporation Commission.

28. Louis Plett has retired, and neither Amera Sun City nor Plett is honoring the Amera Sun City termite-warranty contracts.

## VIOLATIONS OF LAW

29. The State realleges all prior allegations as though fully set forth herein.

30. The conduct described in the preceding paragraphs of this Complaint constitutes deception, deceptive or unfair acts or practices, fraud, false pretenses, false promises, misrepresentations, or concealment, suppression or omission of material facts with intent that others rely on such concealment, suppression or omission, in connection with the sale or advertisement of merchandise in violation of A.R.S. §§ 44-1521 to 44-1534, including but not limited to the following:

a. Defendants engaged in deceptive and unfair acts and practices by failing to honor in full the valid termite-warranty contracts entered into by consumers with Amera Sun City.

31. Pursuant to A.R.S. §§ 44-1528 and 1534, Defendants' violations of the CFA entitle the State to awards of restitution and attorneys' fees and costs.

## PRAYER FOR RELIEF

WHEREFORE, the State of Arizona respectfully requests that this Court:

1. Pursuant to A.R.S. § 44-1528(A)(1), issue a permanent injunction, enjoining and restraining (a) Defendants, (b) their officers, agents, servants, employees, attorneys, and (c) all persons in active concert or participation with anyone described in part (a) or (b) of this paragraph, directly or indirectly, from engaging in deceptive, misleading, or unfair acts or

1 practices, or concealments, suppressions, or omissions, that violate the CFA, A.R.S. § 44-  
2 1522(A);

3 2. Pursuant to A.R.S. § 44-1528(A)(2), order that Defendants restore to all persons  
4 in interest any monies or property, real or personal, which may have been acquired by any  
5 means or any practice that is unlawful under the CFA;

6 3. Pursuant to A.R.S. § 44-1534, order Defendants to reimburse the State for its  
7 costs and attorneys' fees incurred in the investigation and prosecution of Defendants' activities  
8 alleged in this Complaint;

9 4. Enter an order providing that this Court retain jurisdiction of this action in order  
10 to implement and carry out the terms of all orders and decrees that may be entered herein, and  
11 in order to entertain any suitable applications or motions by the State for additional relief within  
12 the jurisdiction of this Court.

13 5. Award the State such further relief as the Court deems just and proper.

14 Respectfully submitted this 9th day of March, 2021.

15 MARK BRNOVICH  
16 Attorney General

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18 Matthew du Mee  
19 Consumer Litigation Unit Chief  
20 Attorneys for State of Arizona

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