

LAWRENCE G. WASDEN
Attorney General
State of Idaho

Brett T. DeLange (ISB No. 3628)
Division Chief
Consumer Protection Division

Stephanie N. Guyon (ISB No. 5989)
Deputy Attorney General
Idaho Attorney General's Office
Consumer Protection Division
P.O. Box 83720 • Boise, ID 83720-0010
954 W. Jefferson St., 2nd Fl. • Boise, ID 83702
(208) 334-2424 • stephanie.guyon@ag.idaho.gov

Attorneys for the State of Idaho

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

**IN THE MATTER OF IDAHO ATTORNEY
GENERAL LAWRENCE G. WASDEN'S
INVESTIGATION OF:**

Case No. CV01-19-12217

**ACCESS LIFE'S ADVENTURES, LLC, an
Idaho limited liability company; KEITH
CRAIG FLETCHER; and CRYSTAL
RENAE FLETCHER.**

CONSENT JUDGMENT

Attorney General Lawrence G. Wasden ("the Attorney General"), acting on behalf of Plaintiff State of Idaho ("the State"), and Defendants Access Life's Adventures, LLC, Keith Craig Fletcher, and Crystal Renae Fletcher (collectively "Defendants") enter into this Consent Judgment, pursuant to Idaho Code § 48-606 and stipulate and agree to the following:

////

////

I.

General Terms

1. Conducting Business. Defendant Access Life's Adventures was an Idaho limited liability company located in Meridian, Idaho, and solely owned and operated by Defendants Keith Craig Fletcher and Crystal Renae Fletcher (collectively "Defendants Fletcher"). From their Meridian location, Defendants advertised for sale, offered for sale, and sold vacation packages to consumers in Idaho and other states.

2. Attorney General's Authority. The Attorney General enforces the Idaho Consumer Protection Act, title 48, chapter 6, Idaho Code, and the Idaho Rules of Consumer Protection, IDAPA 04.02.01.000, on behalf of the State. The Idaho Legislature enacted the Idaho Consumer Protection Act to protect consumers, businesses, and Idaho's marketplace from unfair competition and unfair or deceptive acts or practices in trade or commerce within or without the State. *See* Idaho Code §§ 48-601 and 48-603.

3. Jurisdiction. The District Court has (a) subject matter jurisdiction in this matter pursuant to the Idaho Consumer Protection Act, title chapter 6, Idaho, and (b) personal jurisdiction over Defendants pursuant to Idaho Code §§ 5-514 and 48-606. Venue is proper in Ada County because Defendants' principal place of business was located in Ada County, and Defendants reside in or resided in Ada County during the events that led to this action.

4. Knowledge of Duties. The Parties enter into this Consent Judgment voluntarily and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed by this Consent Judgment. Defendants had a reasonable opportunity to consult with their attorneys or other advisors about their rights and options, and Defendants enter into this Consent Judgment voluntarily and in good faith.

5. Other Actions Unaffected. This Consent Judgment does not limit or impair a private person's right to bring an action against Defendants under Idaho Code § 48-608.

6. Entire Agreement. This Consent Judgment constitutes the entire agreement between the Parties and supersedes all prior agreements, assurances of voluntary compliance, and understandings, whether written or oral, between the Parties or their attorneys concerning the allegations outlined in Complaint. The Parties, however, may amend this Consent Judgment through a stipulated amendment approved by the court.

7. Effective Date. The effective date of this Consent Judgment is the date on which the Court signs the Final Judgment, which the Attorney General shall file with the District Court of Ada County concurrently with this Consent Judgment.

8. Expiration Date. The expiration date of this Consent Judgment is midnight MST on December 31, 2025, unless otherwise stated in this Consent Judgment or unless Defendants fail to fulfill the payment terms outlined in Section IV of this Consent Judgment.

9. Execution in Parts. This Consent Judgment may be executed in parts.

II.

No Admission of Liability and Release

10. Denial of Wrongdoing. Defendants deny the Attorney General's allegations as outlined in the Complaint, filed on July 3, 2019, and enter into this Consent Judgment for the sole purpose of efficiently and economically resolving the Attorney General's concerns about Defendants' business practices as of the effective date of this Consent Judgment. Defendants' entry into this Consent Judgment does not constitute an admission by Defendants of any fact or violation of any state or federal law, rule, or regulation.

11. Satisfaction of Judgment. Upon the expiration of this Consent Judgment, which requires Defendants' fulfillment of the payment terms outlined in Section IV of this Consent Judgment, the Attorney General agrees to file a satisfaction of judgment with the Court.

III.

Injunctive Provisions

12. Waiver of Jurisdiction. Defendants waive their right to contest all matters of jurisdiction if the Attorney General pursues a contempt action against Defendants to enforce this Consent Judgment as provided in Idaho Code § 48-606.

13. No Implied Approval. Defendants shall not represent or imply to any person or regulatory or law enforcement agency that the Attorney General or the State approves or endorses Defendants' acts, practices, procedures, policies, advertising, techniques, or activities.

14. Prohibition-Access Life's Adventures. Defendant Access Life's Adventures shall remain permanently closed and shall not advertise for sale, offer for sale, or sell vacation packages or travel- or vacation-related goods or services from within the State or to consumers with addresses in the State.

15. Prohibition-Fletchers. For a period of 10 years from the effective date of this Consent Judgment, Defendants Fletchers are prohibited from advertising for sale, offering for sale, or selling vacation packages or travel- or vacation-related goods or services from within the State or to consumers with addresses in the State. Defendants Fletchers may not circumvent this prohibition by employing or contracting with third-parties who, on behalf of Defendants Fletchers, effectuate such sales within the State or to consumers with addresses in the State. The prohibition outlined in this paragraph shall not expire if, after 10 years, Defendants Fletchers have failed to fulfill the payment requirements outlined in Section IV of this Consent Judgment.

16. Bankruptcy. If Defendant Access Life's Adventures, Defendant Keith Craig Fletcher, or Defendant Crystal Renae Fletcher files for bankruptcy protection while this Consent Judgment remains effective, the defendant shall name the State as a creditor and provide written notice to the Attorney General.

IV.

Consumer Redress

17. Restitution Payments. Defendants shall pay \$100,954 in restitution to the Attorney General as follows:

- a. First Restitution Payment. Beginning on or before June 1, 2020, Defendants shall pay a minimum of \$1,500 to the Attorney General via a cashier's check or money order made payable to "Office of the Attorney General, State of Idaho."
- b. Subsequent Restitution Payments. Beginning on or before July 1, 2020, and continuing thereafter, Defendants shall pay each subsequent monthly restitution payment to the Attorney General on or before the first day of each month until the remaining restitution is paid in full. Each monthly payment shall be paid to the Attorney General via a cashier's check or money order made payable to "Office of the Attorney General, State of Idaho."
- c. Failure to Pay Two or More Consecutive Restitution Payments. If Defendants fail to pay two or more consecutive restitution payments, the entire restitution balance shall become, without further notice to Defendants, immediately due and owing to the Attorney General.

18. Distribution of Restitution. All restitution payments received from Defendants shall be deposited into the Idaho State Treasury and held in trust by the Attorney General for the benefit of consumers who lost money to Defendants as alleged in the Complaint. The Attorney General, in his sole discretion, shall distribute the restitution to injured consumers through a fair and reasonable distribution procedure.

////

////

////

V.

Civil Penalties

19. **Amount Suspended.** The Attorney General agrees to suspend payment of \$35,000 in civil penalties as requested in his Complaint as long as Defendants comply with the terms of this Consent Judgment, including the payment terms outlined in Section IV. If the Attorney General has a reason to believe Defendants have violated the terms of this Consent Judgment, the Attorney General may reopen this matter pursuant to Idaho Code § 48-606(4) and pursue an action against Defendants to recover the \$35,000 in suspended civil penalties, as well as additional civil penalties under Idaho Code § 48-615.

VI.

Reimbursement of Attorney General's Fees & Costs

20. **Amount Suspended.** The Attorney General agrees to suspend reimbursement of \$2,500 in costs and fees as requested in his Complaint as long as Defendants comply with the terms of this Consent Judgment, including the payment terms outlined in Section IV. If the Attorney General has a reason to believe Defendants have violated the terms of this Consent Judgment, the Attorney General may reopen this matter pursuant to Idaho Code § 48-606(4) and pursue an action against Defendants to recover the \$2,500 in suspended fees and costs.

VII.

Notices

21. **Notices to Defendants.** Notices to Defendants sent pursuant to the terms of this Consent Judgment shall be in writing and sent by regular mail and email to:

Keith Craig Fletcher
Crystal Renae Fletcher
General Delivery
Meridian, ID 83646
saltydoghideaway@gmail.com

If Defendants refuse to accept the notice or the mailing or email address is invalid, service is considered effective on the date the notice is mailed and emailed. Transmission of a notice by facsimile shall not constitute effective notice unless the Parties expressly agree to such transmission in regard to the specific notice beforehand. If Defendants' contact information changes, Defendants agree to provide notice of any changes to the Attorney General within five business days of the change.

22. Notice to Attorney General. Notices to the Attorney General sent pursuant to the terms of this Assurance only shall be in writing and delivered via United States mail, FedEx, United Parcel Service, or email to:

Stephanie Guyon
Deputy Attorney General
Office of the Attorney General
954 W. Jefferson St., 2nd Floor
P.O. Box 83720
Boise, ID 83720-0010
stephanie.guyon@ag.idaho.gov

IX.

Signatures

ACCESS LIFE'S ADVENTURES LLC

1/29/2020
DATE

BY: 
KEITH CRAIG FLETCHER

1/29/2020
DATE

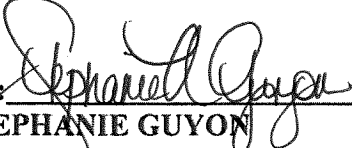

KEITH CRAIG FLETCHER, individually

1/29/2020
DATE


CRYSTAL RENAE FLETCHER, individually

LAWRENCE WASDEN
ATTORNEY GENERAL
STATE OF IDAHO

1/29/2020
DATE

BY: 
STEPHANIE GUYON
DEPUTY ATTORNEY GENERAL