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**BEFORE THE DIRECTOR OF THE DEPARTMENT OF FINANCE
OF THE STATE OF IDAHO**

STATE OF IDAHO, DEPARTMENT OF
FINANCE, CONSUMER FINANCE BUREAU,

Complainant,

vs.

BOULDER LEGAL GROUP, LLC, LAW OFFICE
OF CAMRON HOORFAR, PC, CAMRON
HOORFAR, RICK GUSTAFSON, and GEORGE
WOODS,

Respondents.

Docket No. 2020-9-01

**CONSENT ORDER REGARDING
RESPONDENTS BOULDER LEGAL
GROUP, LLC, LAW OFFICE OF CAMRON
HOORFAR, PC, CAMRON HOORFAR,
AND RICK GUSTAFSON**

This matter concerns the activities in Idaho of BOULDER LEGAL GROUP, LLC (which has also used the name "Law Office Of Camron Hoorfar, P.C."), and indirectly by virtue of their connection to Boulder Legal Group, LLC, CAMRON HOORFAR, and RICK GUSTAFSON (Respondents) as they relate to the State of Idaho, Department of Finance through its

Consumer Finance Bureau (Department), collectively the Parties. In support of entry of this Consent Order and to fully resolve the matters referenced herein, the Department and Respondents agree and consent to the following, and to entry of same by the Director in this Consent Order. This Consent Order is entered into pursuant to the Idaho Collection Agency Act, Idaho Code § 26-2221 *et seq.* (the Act).

The Parties acknowledge that GEORGE WOODS is not a party to this Consent Order.

FACTUAL BACKGROUND

1. The Idaho Department of Finance is an executive agency of the State of Idaho and is charged with the administration of the Act.

2. Boulder Legal Group, LLC (Boulder) is a Missouri limited liability company that was organized in 2015 and represents it is engaged in the practice of law and conducts business from an address at 202 SW Market Street, Lee's Summit, MO 64063.

3. Camron Hoorfar (Hoorfar) and Rick (aka Richard) Gustafson (Gustafson) are principals, owners, and managing members of Boulder. Neither Hoorfar nor Gustafson are licensed to practice law in Idaho.

4. The Law Office of Camron Hoorfar, PC, ("LOCH") is a professional corporation organized in the state of Missouri in 2010 and represents that it has never represented clients or done business in Idaho. LOCH was named in this action due to its use in the past as an alternate name by Boulder. For purpose of clarity, the Department voluntarily dismisses any claims against LOCH, and LOCH is not deemed to be a "party" for purposes of this document.

5. Respondents represent and have provided documentation to support that Boulder has three attorney-members licensed to practice law in Idaho.
6. None of the Respondents has ever held an Idaho collection agency license.
7. On June 10, 2019, the Department received a complaint letter from Idaho resident, C.R., who represented that he had engaged Boulder in or about April 2016, to settle debts on his behalf.
8. On June 12, 2020, the Department issued a Verified Complaint against Respondents alleging they had conducted unlicensed debt counseling or credit counseling activity in violation of the Act.
9. On June 25, 2020, Respondents' counsel contacted the Department requesting an extension to file an Answer to the Verified Complaint, which was granted. Although Respondents never formally filed an Answer to the Verified Complaint after more extension requests were granted, they did provide documents pertaining to C.R.'s debt settlement account and negotiated settlement terms with the Department.
10. Respondents deny that they are subject to licensure under the Act.
11. Boulder represents that it currently has thirty-one (31) active clients in Idaho, only fourteen (14) of which are still paying any fees. Some of these clients are making payments to creditors on terms pursuant to settlements. Boulder will continue to provide services to its existing clients without charging additional fees.
12. Boulder shall not accept or enroll any new Idaho clients without first obtaining a license from the Department under the Act.

13. Boulder had agreed to issue a partial refund of fees to C.R., in exchange for a signed release. However, the consumer was not willing to sign a release, and no specific resolution relating to C.R. is made a part hereof.

14. Boulder agrees to pay to the Department the sum of seven thousand seven hundred fifty dollars (\$7,750) as a settlement payment. Nothing in this Agreement shall be construed as an admission of wrongdoing or any liability by Respondents.

15. The settlement payment to the Department referenced above, will be made by Respondents to the Department no later than December 30, 2020.

16. The Department will not take any action against Respondents or their members, managers, attorneys or agents based on the facts giving rise to this matter and known as of the date of the Consent Order provided Respondents remain in compliance with the terms and provisions of this Consent Order. The Department is not precluded from taking action against Respondents in the future based upon any new facts should they become known or new complaints should they occur.

17. The parties shall bear their own costs and attorney fees.

18. The Parties knowingly and voluntarily agree to the contents of and to the entry of this Consent Order to resolve the issues raised herein and to obviate the need for any further proceedings, and the Department and Respondents further waive their rights to a hearing before the Director, to present evidence, and to seek any further review of the entry of this final Consent Order. By her signature below, the Director deems it appropriate and based on good cause to enter the Consent Order.

19. The parties understand and agree that if and when the Director adopts the terms of this Consent Order by affixing her signature, this Consent Order will become a final order, and the parties further agree to waive all rights to seek reconsideration and judicial review of this Consent Order.

DATED this 15 day of December, 2020.

BOULDER LEGAL GROUP, LLC

By: 

Richard K. Gustafson, II

(Printed name)

Title: Manager

DATED this 15th day of December, 2020.



CAMRON HOORFAR

DATED this 15 day of December, 2020.


RICK GUSTAFSON

DATED this 16th day of December, 2020.

STATE OF IDAHO
DEPARTMENT OF FINANCE



ERIN VAN ENGELEN
Consumer Services Bureau Chief

IT IS SO ORDERED.

DATED and EFFECTIVE this 16th day of December, 2020.

STATE OF IDAHO
DEPARTMENT OF FINANCE



PATRICIA R. PERKINS, Director

CERTIFICATE OF SERVICE

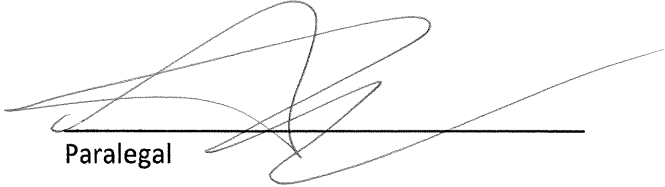
I HEREBY CERTIFY that on this 16th day of December, 2020, I caused a true and correct copy of the foregoing fully-executed CONSENT ORDER to be served on the following by the designated means:

Timothy D. Elliott
Rathje Wodward LLC
300 East Roosevelt Rd., Ste. 300
Wheaton, IL 60187

- U.S. mail, postage prepaid
- Certified mail
- Facsimile: _____
- Email: telliott@rathjewoodward.com

Thomas A. Donovan
Idaho Department of Finance
PO Box 83720
Boise, ID 83720-0031

- U.S. mail, postage prepaid
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Paralegal