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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

**VERIFIED COMPLAINT FOR ORDER TO  
CEASE AND DESIST, RESTITUTION, AND  
FOR MONETARY PENALTY**

**AND**

**NOTICE OF THE OPPORTUNITY TO  
REQUEST A HEARING**

The State of Idaho, Department of Finance, Consumer Finance Bureau (Department), pursuant to the Idaho Collection Agency Act, Idaho Code § 26-2221 *et seq.* (the Act), hereby alleges the following facts that constitute a basis for the issuance of: an order pursuant to Idaho Code § 26-2244(1) of the Act, requiring BOULDER LEGAL GROUP, LLC, LAW OFFICE OF CAMRON HOORFAR, PC, CAMRON HOORFAR, RICK GUSTAFSON, and GEORGE WOODS (Respondents) to immediately cease and desist from violating the Act, to include engaging in unlicensed debt and

credit counseling activity in Idaho; an order pursuant to Idaho Code § 26-2244(2)(a) against BOULDER LEGAL GROUP, LLC (BOULDER) for a civil penalty of not more than \$5,000 per violation; and an order directing BOULDER to pay restitution to the Idaho resident in an amount equal to the fees collected from the Idaho resident. The Department also provides the underlying notice of the opportunity for hearing.

### **FACTUAL AND LEGAL ALLEGATIONS**

1. The Director of the Idaho Department of Finance has jurisdiction over this matter.
2. BOULDER is a Missouri limited liability company formed on September 13, 2015. BOULDER registered to do business in Idaho on June 20, 2016.
3. BOULDER has conducted business as a debt counselor from 202 SW Market Street, Lee's Summit, MO 64063.
4. CAMRON HOORFAR (HOORFAR) is a principal, owner, and a managing member of BOULDER. HOORFAR has been licensed as an attorney in Missouri since September 17, 2008, holding Missouri Bar License Number 60942.
5. LAW OFFICE OF CAMRON HOORFAR, PC, is a professional corporation organized in the state of Missouri.
6. RICK (aka RICHARD) GUSTAFSON (GUSTAFSON) is a principal, owner, and a managing member of BOULDER. GUSTAFSON is licensed as an attorney in Illinois.
7. Neither HOORFAR nor GUSTAFSON is licensed to practice law in Idaho. No other member or employee of BOULDER is licensed to practice law in Idaho.

8. WOODS is an individual, believed to be a resident of the state of New York, who spoke with an Idaho resident, Cecil Robinson (CR), regarding his debts. CR came into contact with WOODS as a result of CR calling in response to a mailed advertisement he received from Broadstar Financial. WOODS is believed to be an employee of Strategic Financial Solutions, LLC.

9. WOODS recommended that CR utilize the services of BOULDER and thereby acted as an agent of BOULDER. WOODS also encouraged CR to establish an account with Global Client Solutions, LLC, (GCS). On or about April 6, 2016, BOULDER entered into a Client Representation Agreement (the Agreement) with CR to settle debts on his behalf. Page three of the Agreement identifies WOODS as the "law firm contact" for BOULDER. BOULDER represented to CR that his debts would be paid off over a period of 48 months at an agreed payment amount per month, which was also reflected on page three of the Agreement. As part of the Agreement, CR was to authorize automatic deductions from a financial institution to a dedicated account for BOULDER. The Agreement provided on page nine for fees to be paid by CR to BOULDER of: a.) a \$900 retainer fee over eight (8) months; b.) a monthly legal administration fee of \$89 per month; and c.) service costs of approximately \$960.08 per month for twenty-two (22) months.

10. The Agreement stated on page two: "Pursuant to this agreement's terms, Boulder will assist you with the resolution of burdensome debt, and as such, the Representation contemplated in this Agreement is referred to as a Debt Resolution Program." Additional language in the Agreement on page four described the services BOULDER would undertake for CR including analyzing debt and negotiating and resolving debt.

11. BOULDER's Agreement with CR also contained language indicating that BOULDER was a law firm that was authorized to and would provide legal services to CR. This indication arises from various language in the Agreement, including, but not limited to, the Agreement provided on page two that BOULDER and CR "wish[ed] to form an Attorney / Client relationship" and the services as described on page five of the Agreement.

12. BOULDER required that CR establish an account with a third party and, through WOODS, suggested he utilize GCS, which account CR would fund and from which BOULDER would receive automatic payments pursuant to the Agreement. CR did establish such an account and funded it starting in 2016 with monthly payments made into 2019.

13. BOULDER received a total of \$25,313 in fees from CR from 2016 to 2019, which fees were unauthorized and paid in violation of the Act.

14. BOULDER negotiated some debt reduction for CR, but did not reach settlements of all of CR's outstanding debt. CR discontinued making monthly payments to the GCS account in 2019 after realizing that so much of his payments had been paid to BOULDER as fees.

15. On June 21, 2019, the Department sent a certified letter to Respondents HOORFAR and BOULDER regarding BOULDER's unlicensed debt counseling activity. In that letter, the Department requested information relating to the debt counseling/management activities conducted on behalf of CR, including a request for a summary of payments made to CR's creditors. The letter also informed BOULDER that its legal staff did not list the name of an Idaho licensed attorney and advised HOORFAR and BOULDER of the license requirement for engaging in debt counseling activities under the Act in Idaho. Further, the letter pointed to possible sanctions under the Act for unlicensed debt counseling or credit counseling activity

and gave BOULDER information for obtaining a license. The Department requested information by July 11, 2019, but Respondents HOORFAR and BOULDER failed to respond.

16. On July 18, 2019, the Department sent a second certified letter, along with a copy of CR's complaint and the June 21, 2019 letter, to HOORFAR and BOULDER requesting a response by July 29, 2019, regarding BOULDER's alleged unlicensed debt collection activities in Idaho. The Department received no response or other contact by or on behalf of BOULDER.

17. The Department has reason to believe that BOULDER engaged in additional debt counselor activity in Idaho for other Idaho residents, however, the Department does not have sufficient information to allege such facts. Nothing precludes the Department from taking action against Respondents relative to such other facts not included herein.

18. HOORFAR is a licensed attorney in the state of Missouri but is not licensed to practice law in Idaho. GUSTAFSON is a licensed attorney in the state of Illinois but is not licensed to practice law in Idaho. Even if any of them were licensed to practice law in Idaho, Respondents are not exempt from licensure pursuant to Idaho Code § 26-2239.

19. Idaho Code § 26-2223 provides as follows, in pertinent part:

**26-2223. Collection agency, debt counselor, or credit counselor permits.**

– No person shall without complying with the terms of this act and obtaining a license from the director:

(1) Operate as a collection agency, debt counselor, credit counselor, or credit repair organization in this state.

\* \* \*

(7) Engage or offer to engage in this state in the business of receiving money from debtors for application or payment to or prorating of a debt owed to, any creditor or creditors of such debtor, or engage or offer to engage in this state in the business of providing counseling or other services to debtors in the management of their debts, or contracting with

the debtor to effect the adjustment, compromise, or discharge of any account, note or other indebtedness of the debtor.

20. Per Idaho Code § 26-2222(9), the term “debt counselor” or “credit counselor” “means any person engaged in any of the activities enumerated in subsection (7)” of Idaho Code § 26-2223, which language is set forth in the previous paragraph. .

21. BOULDER’s acts of engaging in debt counselor or credit counselor activity in Idaho without a license to do so, as referenced above, constitute a violation of Idaho Code § 26-2223(7).

22. The director is authorized to impose a civil penalty of not more than five thousand dollars (\$5,000) for each violation of the Act pursuant to Idaho Code § 26-2227. The Director is also authorized pursuant to Idaho Code § 26-2244 to order:

- a. any person to cease and desist from acts or practices that constitute a violation of the Act,
- b. the imposition of a civil penalty of \$5,000 for each violation of any provision of the Act,
- c. any person restored to any interest or consideration transferred in violation of the Act,
- d. that the person violating the act pay costs including reasonable attorney fees and reimbursement of investigative efforts.

23. The Department reserves the right to amend this Verified Complaint or seek a new action against Respondents should it learn of new facts demonstrating additional unlicensed or other activity in violation of Idaho law for which the Department has enforcement authority.

**PRAYER FOR RELIEF**

24. The Department requests and prays for the entry of an order by the Director pursuant to Idaho Code § 26-2244(2):

- a. Finding that BOULDER has engaged in business in Idaho constituting that of a debt counselor or credit counselor without a license as required from the Department, and further directing BOULDER to cease and desist its unlicensed debt counselor activity in Idaho unless and until it obtains a license therefor;
- b. Finding that members, principals, agents, or affiliates of BOULDER knew or should have known that BOULDER engaged in the business in Idaho constituting that of a debt counselor without a license and directing Respondents LAW OFFICE OF CAMRON HOORFAR, PC, CAMRON HOORFAR, RICK GUSTAFSON, and GEORGE WOODS to cease and desist any unlicensed debt counselor or credit counselor activity in Idaho, directly, or indirectly through another entity such as BOULDER, unless and until they obtain a license therefor;
- c. Requiring BOULDER to pay a civil monetary penalty in the amount of \$5,000 per violation for unlicensed activity, in the subtotal amount of \$5,000;
- d. Requiring BOULDER to refund and repay the fees it collected from CR, which fees were collected in violation of the Act because BOULDER was unlicensed, in an amount of twenty-five thousand three hundred thirteen dollars and 00/100s (\$25,313);
- e. Awarding the Department reasonable attorney fees and investigative costs as determined by the Director; and

f. Imposing such further and additional relief as the Director deems appropriate.

**NOTICE OF DUTY TO ANSWER AND NOTICE OF RIGHT TO HEARING**

25. Pursuant to Idaho Code § 26-2244(2), Idaho Code § 67-5242, and IDAPA 04.11.01.270.01, a hearing will be granted to Respondents if a written answer contesting the allegations or relief sought and requesting a hearing is received by the Department, within twenty-one (21) days following the mailing of this Notice, the date of which is set forth in the below Certificate of Mailing. The answer must be mailed to the Department's counsel:

Thomas A. Donovan  
Deputy Attorney General  
Idaho Department of Finance  
P.O. Box 83720  
Boise, Idaho 83720-0031

Alternatively, the Respondents may email any answer and request for hearing to the email address of the undersigned counsel: [tom.donovan@finance.idaho.gov](mailto:tom.donovan@finance.idaho.gov) or to the following email address [CFLegal@finance.idaho.gov](mailto:CFLegal@finance.idaho.gov).

26. Upon receipt of an answer and request for hearing, the Director will likely appoint a hearing officer. The hearing officer will set the time and place for the hearing and the procedures for the hearing shall be in compliance with the Idaho Administrative Procedures Act (title 67, chapter 52, Idaho Code) and the Idaho Rules of Administrative Procedure (IDAPA 04.11.01).

27. Failure of Respondents to file and serve an answer within the time prescribed shall be deemed a waiver of the opportunity for a hearing and to contest the allegations in the Verified Complaint, and the Department will seek to have the Director enter a default order granting the relief sought in this complaint .



DATED this 12<sup>th</sup> day of June, 2020.

STATE OF IDAHO  
OFFICE OF ATTORNEY GENERAL

A handwritten signature in black ink, appearing to read 'Tom Donovan', written over a horizontal line.

By THOMAS A. DONOVAN  
Deputy Attorney General

VERIFICATION

STATE OF IDAHO     )  
                                  ) ss.  
County of Ada        )

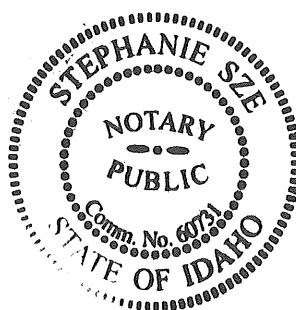
CELIA KINNEY, Consumer Finance Bureau Consumer Affairs Officer, State of Idaho, being first duly sworn, deposes and says:


I have read the foregoing Verified Complaint for Order to Cease and Desist, Restitution, and For Monetary Penalty and Notice of the Opportunity to Request a Hearing, and know the contents thereof; and that the same are true to the best of my knowledge and belief.

DATED this 18<sup>th</sup> day of June, 2020.

  
\_\_\_\_\_  
CELIA KINNEY

SUBSCRIBED AND SWORN to before me this 17<sup>th</sup> day of June, 2020.



  
\_\_\_\_\_  
Notary Public for Idaho  
Residing at: Boise, ID  
My Commission Expires: 11/30/2024

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 15<sup>th</sup> day of June, 2020, I caused a true and correct copy of the foregoing fully-executed VERIFIED COMPLAINT FOR ORDER TO CEASE AND DESIST, RESTITUTION, AND FOR MONETARY PENALTY AND NOTICE OF THE OPPORTUNITY TO REQUEST A HEARING to be served on the following by the designated means:

Boulder Legal Group, LLC  
Attn: Camron Hoorfar  
202 SW Market Street  
Lee's Summit, MO 64063

U.S. mail, postage prepaid  
 Certified mail  
 Facsimile: \_\_\_\_\_  
 Email: choorfar@hoorfarlaw.com  
 Email: cs@boulderlegalgroup.com

Boulder Legal Group, LLC  
c/o National Registered Agents, Inc.  
921S Orchard St. Ste. G  
Boise, ID 83705

U.S. mail, postage prepaid  
 Certified mail  
 Facsimile: \_\_\_\_\_  
 Email: choorfar@hoorfarlaw.com  
 Email: cs@boulderlegalgroup.com

Boulder Legal Group, LLC  
500 W Madison St., Ste. 3700  
Chicago, IL 60661

U.S. mail, postage prepaid  
 Certified mail  
 Facsimile: \_\_\_\_\_  
 Email:

Law Office of Camron Hoorfar, PC  
202 SW Market Street  
Lee's Summit, MO 64063

U.S. mail, postage prepaid  
 Certified mail  
 Facsimile: \_\_\_\_\_  
 Email: choorfar@hoorfarlaw.com  
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 Email: cs@boulderlegalgroup.com

Rick Gustafson  
211 W. Wacker Drive, 3<sup>rd</sup> Floor  
Chicago, IL 60606

U.S. mail, postage prepaid  
 Certified mail  
 Facsimile: \_\_\_\_\_  
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Rick Gustafson  
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Evanston, IL 60201

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George Woods  
C/O Strategic Financial Solutions  
711 Third Ave. 6<sup>th</sup> Floor  
New York City, NY 10017

U.S. mail, postage prepaid  
 Certified mail  
 Facsimile: 1-888-264-9125  
 Email: gwoods@financesolutions.org



Paralegal