

1 **MARK BRNOVICH**
2 **ATTORNEY GENERAL**
3 (Firm Bar No. 14000)
4 RICHARD L. BAEK (Bar No. 025256)
5 Assistant Attorney General
6 2005 N. Central Ave.
7 Phoenix, Arizona 85004
8 Telephone: (602) 542-7932
9 Facsimile: (602) 542-4377
10 consumer@azag.gov
11 *Attorneys for State of Arizona*

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

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

Case No: CV2018-003472

16 Plaintiff,

17 v.

**CONSENT JUDGMENT WITH HUNT
& CARAWAY ARCHITECTS, LTD.**

18 SCOTTSDALE UNIFIED SCHOOL
19 DISTRICT #48, an Arizona Political
20 Subdivision; HUNT & CARAWAY
21 ARCHITECTS, LTD., an Arizona
22 corporation; BRIAN ROBICHAUX;
23 JOHN/JANE DOES 1-100; XYZ
24 CORPORATIONS 1-100,

(Non-classified: Procurement Violations)

(Assigned to the Hon. James Smith)

25 Defendants.

26 The State of Arizona (the "State"), through its Attorney General, filed its Complaint in this action on February 22, 2018, acting on behalf of the general welfare and economy of the State. The Complaint alleges violations by Hunt & Caraway Architects, Ltd. ("H&C")

1 and other parties of the Arizona Procurement Code, A.R.S. § 41-2501 *et seq.*; A.R.S. § 15-
2 213; A.R.S. § 15-271; and A.A.C. R7-2-1001 *et seq.*

3 To resolve this matter, Defendant H&C and the State have agreed to the entry of this
4 Consent Judgment setting forth the following findings and ordering the following relief.

5 THEREFORE, the Court finds as follows:

6 FINDINGS

- 7 1. The causes of action alleged in the Complaint arose within Arizona. Plaintiff is the
8 State. Defendant is an Arizona corporation. Venue in Maricopa County is proper for all
9 claims pursuant to A.R.S. § 12-401(17).
- 10 2. This Court has jurisdiction, pursuant to A.R.S. §§ 12-1801 and 15-213(G), over the
11 subject matter of this action and over the parties stipulating to the entry of the Consent
12 Judgment.
- 13 3. In 2017, the Attorney General commenced an investigation of the purchasing and
14 contracting activities of Scottsdale Unified School District relating to the construction of
15 school facilities.
- 16 4. The Attorney General's investigation was conducted in accordance with and within
17 the scope of its statutory authority.
- 18 5. Based on the Attorney General's investigation, the State concludes and alleges that
19 H&C's principal Brian Robichaux engaged in activities that violated the Arizona
20 Procurement Code, A.R.S. § 41-2501 *et seq.*; A.R.S. § 15-213; A.R.S. § 15-271; and A.A.C.
21 R7-2-1001 *et seq.* by, among other things:
- 22 a. attempting to improperly influence a member of the Construction Manager at Risk
23 (CMAR) committee; and
 - 24 b. acting as an architect on a CMAR committee when he was not a licensed architect.
- 25 6. H&C denies knowledge or any involvement in the alleged actions taken by Brian
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1 Robichaux, and denies knowledge as to the State's claims that Mr. Robichaux intentionally
2 or knowingly served as a licensed architect on the selection committee for the CMAR
3 procurement for the Hohokam Elementary School project. H&C also denies any attempt at
4 unlawfully influencing the CMAR selection process or engaging in activity that violates the
5 Arizona Procurement Code, A.R.S. § 41-2501 *et seq.*; A.R.S. § 15-213; A.R.S. § 15-271;
6 and A.A.C. R7-2-1001 *et seq.*

7 7. To avoid the further expenditure of public funds in prosecuting and defending this
8 case, the State and H&C desire to resolve without trial any and all liability of and
9 allegations of wrongdoing raised by the State in this action against H&C under A.R.S. §§
10 15-213 and 41-2616 and have consented to entry of this Consent Judgment.

11 8. Based on the foregoing, upon the Complaint, and upon the Stipulation to Entry of
12 Consent Judgment annexed below, the Court finds itself fully apprised.

13 NOW THEREFORE, it is hereby ORDERED, ADJUDGED AND DECREED AS
14 FOLLOWS:

15 APPLICABILITY

16 1. The provisions of this Consent Judgment shall apply to H&C. So long as this
17 Consent Judgment is in effect, H&C shall act in conformity with the terms of this Consent
18 Judgment.

19 TERM OF CONSENT JUDGMENT

20 2. Unless otherwise indicated, this Consent Judgment shall be in full force and effect
21 for eighteen (18) months following its entry. In the event that the Attorney General finds
22 that H&C has violated any of the Consent Judgment provisions and upon written notice to
23 H&C, the term of the Consent Judgment may be extended up to one year per violation.

24 PROVISIONS

25 The following provisions of the Consent Judgment will be effective immediately
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1 upon entry of the Judgment unless otherwise indicated:

2 3. H&C shall not engage in any conduct prohibited by A.R.S. § 15-213, the School
3 Procurement Code, A.A.C. R7-2-1001 *et seq* (the “School Procurement Code”), the State
4 of Arizona Auditor General Uniform System of Financial Records (“USFR”), or any
5 other procurement rules or regulations adopted by the State of Arizona, the State of Arizona
6 Auditor General, or the Arizona State Board of Education that apply to Arizona public
7 school districts.

8 4. H&C stipulates to a “write-off” of the costs of their outstanding fee claim with
9 Scottsdale Unified School District for the Hohokam Elementary School project in the
10 amount of \$105,427.50 on or before the entry of this Consent Judgment.

11 5. H&C shall comply with the State’s initial request for documents filed on or about
12 April 13, 2018, and any subsequent follow-up requests for documents or information.
13 H&C’s initial document production shall be made to the State within forty-five (45) days of
14 entry into this Consent Judgment.

15 6. No later than November 1 for every year of the term of the Consent Judgment, and at
16 other times at the reasonable request of the Attorney General, H&C shall submit to the
17 Attorney General evidence of compliance with the provisions of this Consent Judgment.

18 7. H&C shall self-report any violation of this Consent Judgment or of Arizona
19 procurement statutes or rules to the Attorney General within five (5) business days of
20 discovery of any violation.

21 8. H&C shall fully cooperate with the Attorney General in the monitoring or
22 enforcement of the Consent Judgment, in any ongoing civil investigation, or in any civil
23 action concerning any matter that has or may arise from any investigation by the Attorney
24 General into any acts or practices of H&C, and shall provide access to relevant records and
25 submit any supplemental reports requested by the Attorney General.

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1 9. The Attorney General, on reasonable notice to H&C, shall be permitted, subject to
2 the reasonable convenience of H&C and with minimal interference to H&C's professional
3 affairs, and without H&C's restraint or interference:

4 a. Access during normal business hours to inspect and copy all books, ledgers,
5 accounts, correspondence, memoranda and other records and documents in the
6 possession or under the control of H&C relating to any matters raised or that
7 could have been raised in the Complaint or in this Consent Judgment
8 ("Relevant Matters"); and

9 b. Access to interview H&C employees regarding Relevant Matters. Nothing
10 precludes H&C from having an attorney present at such an interview.

11 The determination of whether a matter is a Relevant Matter shall be in the discretion
12 of the Attorney General in consultation with H&C's counsel in the event of any dispute. If
13 the dispute is unresolved, any party may ask the Court to resolve it.

14 10. Upon request of the Attorney General, H&C shall submit such written reports, under
15 oath if requested, with respect to any of the matters contained in this Consent Judgment as
16 may be identified in the request.

17 11. Nothing contained herein shall limit the rights of the State pursuant to its civil
18 investigative authority or the Attorney General's right to contest any claim of attorney-
19 client or work-product privilege relating to any matter that has or may arise from any
20 investigation by the Attorney General into any acts or practices of H&C.

21 RELEASE AND SETTLEMENT OF CLAIMS

22 12. The entry of this Consent Judgment constitutes a full and complete release of civil
23 liability by the State and the Attorney General of H&C with respect to all past known acts
24 relating solely to the claims set forth in the Complaint, except as to the obligations of H&C
25 ordered by the Court in this Consent Judgment.

1 13. The performance as provided herein shall be, upon completion, constitute settlement
2 of all remaining civil claims the State may have against H&C arising out of the conduct that
3 is the basis for the State's Complaint in this action.

4 14. Nothing in this Consent Judgment shall be construed to release or to confer any right
5 whatsoever on any person other than H&C.

6 15. Nothing in this Consent Judgment shall be construed to be a finding of liability or
7 wrongdoing on the part of H&C with respect to the allegations in this matter and each party
8 to same shall be responsible for their own attorney's fees and litigation costs.

9 16. Nothing in this Consent Judgment shall be construed to be an admission of liability,
10 responsibility, or wrongdoing on the part of H&C with respect to the allegations in this
11 matter and nothing in this Consent Judgment shall constitute a waiver of any defenses or
12 rights held by H&C against these allegations. Furthermore, nothing in this Consent
13 Judgment shall be construed to be an admission on the part of H&C that it violated any
14 professional or ethical duties or violated any of the laws, codes, regulations or standards
15 governing architects in the State of Arizona.

16 REMEDY ON DEFAULT

17 17. In the event the State believes H&C has violated any provision of this Consent
18 Judgment, after giving notice to H&C, the State may move this Court for an order finding
19 H&C in default, upon affidavits stating the factual grounds thereon. In such an event, H&C
20 will be allowed to appear on reasonable notice at a hearing before the Court on the
21 allegations that H&C is in default and present evidence.

22 18. If the Court finds H&C in default, the Attorney General may seek all remedies
23 available at law or in equity.

24 19. In the event that the Attorney General finds that H&C has violated any of the
25 Consent Judgment provisions and upon written notice to H&C, the term of the Consent
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1 Judgment may be extended up to one year per violation.

2 RETENTION OF JURISDICTION

3 20. Jurisdiction is retained by this Court for the purpose of enabling the State and H&C
4 to apply to the Court at any time for such further orders and directions as may be necessary
5 or appropriate for the construction or implementation of any of the provisions of this
6 Consent Judgment, for the enforcement or compliance herewith, and for the punishment of
7 any violations. Nothing in this provision shall give standing to any person not a party to this
8 Consent Judgment to seek relief related to it.

9 AGREEMENT OF THE PARTIES

10 21. The State and H&C have stipulated to entry of this Consent Judgment. All prior oral
11 or written agreements, commitments or understandings with respect to the matters provided
12 for herein, are hereby set aside and no evidence of these shall be admissible in any
13 proceeding for any purpose absent written consent of all parties to this Consent Judgment.

14 HEADINGS

15 22. Article headings contained in this Consent Judgment are inserted for convenience of
16 reference only, and shall not be deemed to be part of this Consent Judgment for any
17 purpose, and shall not in any way define or affect the meaning, construction or scope of any
18 of the provisions of it.

19 PUBLIC INTEREST

20 23. The Attorney General has determined entry of this Consent Judgment to be in the
21 public interest.

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DATED this _____ day of _____ 2019.

The Honorable James Smith
Judge, Maricopa County Superior Court

STIPULATION TO ENTRY OF CONSENT JUDGMENT

Hunt & Caraway Architects, Ltd., by and through the undersigneds, after having had the opportunity to consult with legal counsel about the terms of this Consent Judgment, and the Arizona Attorney General, on behalf of the State of Arizona, agree that the Consent Judgment may be entered by the Court forthwith.

Hunt & Caraway Architects, Ltd.

Tamara Caraway,
President of Hunt & Caraway Architects, Ltd.

Date: _____

Mark Brnovich

By Richard L. Baek
Assistant Attorney General

Date: _____

1 Approved by Tamara Caraway for Hunt & Caraway Architects, Ltd. by action taken this
2 _____ day of _____ 2019.

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5 _____
6 Tamara Caraway

7 Approved by Counsel for Hunt & Caraway Architects, Ltd.:

8 _____
9 By John T. Wendland, Esq.

10 Weil & Drage, APC

11 Dated: _____
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