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6 Attorneys for Plaintiffs

7 **UNITED STATES DISTRICT COURT**  
8 **DISTRICT OF ARIZONA**

9 Tisha Castillo, Karen Christian, and  
Steve Pratt, on behalf of themselves  
10 and others similarly situated,

11 Plaintiffs,

12 v.

13 George Harry Johnson and Jane Doe  
Johnson, a married couple; Johnson  
14 Utilities, LLC; Johnson International,  
Inc.; Gary Leonard Pierce; Sherry Ann  
15 Pierce; and James Franklin Norton and  
Jane Doe Norton, a married couple,

16 Defendants.  
17

No. \_\_\_\_\_

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

18 **CLASS ACTION COMPLAINT**

19 Plaintiffs Tisha Castillo, Karen Christian, and Steve Pratt (“Plaintiffs”), for  
20 themselves and for others similarly situated, by and through their attorneys, bring this  
21 claim as a class action pursuant to Fed. R. Civ. P. 23 *et seq.* against George Harry  
22 Johnson (“Johnson”) and Jane Doe Johnson; Johnson Utilities, LLC (“Johnson  
23 Utilities”); Johnson International, Inc. (“Johnson International”); Gary Leonard Pierce  
24 (“Gary Pierce”); Sherry Ann Pierce (“Sherry Pierce”); James Franklin Norton  
25 (“Norton”) and Jane Doe Norton, (collectively “Defendants”), and in support thereof,  
26 upon personal knowledge as to themselves, and upon information and belief as to all  
27 other matters, allege the following:  
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1 **I. NATURE OF THE ACTION.**

2 1. This is a class action arising from a scheme in which Defendants operated  
3 an association-in-fact racketeering enterprise to unlawfully overcharge customers for  
4 water and wastewater services. As set forth in a recent federal indictment (attached to  
5 this Complaint as Exhibit 1), a utility's owner, using a lobbyist and consultant as a  
6 conduit, bribed a state regulator and his wife to corruptly charge the public excessive  
7 prices. The purpose of this action is to obtain compensation for the utility's customers  
8 who overpaid as a result of this illegal scheme.

9 **II. JURISDICTION AND VENUE.**

10 2. This Court has subject matter jurisdiction over this action pursuant to 18  
11 U.S.C. § 1964(a) for the federal Civil RICO claims, and Supplemental Jurisdiction over  
12 all state-law claims, under 28 U.S.C. § 1367(a).

13 3. Venue is proper in this judicial district pursuant to 18 U.S.C. § 1965 and  
14 28 U.S.C. § 1391 because Defendants are all subject to personal jurisdiction in this  
15 judicial district and reside in this district.

16 **III. PARTIES.**

17 4. Plaintiff Tisha Castillo is an individual residing in Pinal County, Arizona.

18 5. Plaintiff Karen Christian is an individual residing in Pinal County,  
19 Arizona.

20 6. Plaintiff Steve Pratt is an individual residing in Pinal County, Arizona.

21 7. Plaintiffs paid water and/or wastewater charges that were inflated by the  
22 corrupt activities of Defendants, as described herein.

23 8. Defendant George Harry Johnson is the owner of Johnson Utilities, LLC.

24 9. Upon information and belief, George Harry Johnson and Jane Doe  
25 Johnson are husband and wife, and are citizens of Arizona. All of the acts referenced in  
26 this Complaint were performed in furtherance of, and for the benefit of, the Johnsons'  
27 marital community.

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1           10. Defendant Johnson Utilities, LLC is an Arizona limited liability company  
2 headquartered in Scottsdale, Arizona. Johnson Utilities provides water and wastewater  
3 services in Pinal County, Arizona. Johnson Utilities is subject to regulation by the  
4 Arizona Corporation Commission (“ACC”).

5           11. Defendant Johnson International, Inc., is a Scottsdale-based real estate  
6 development company owned by George Harry Johnson.

7           12. Defendant Gary Leonard Pierce is a former commissioner on the ACC.  
8 He was elected commissioner in 2007, and commission chairman in 2012.

9           13. Defendant Sherry Ann Pierce is the wife of Gary Pierce.

10           14. Defendant James Franklin Norton is a lobbyist formerly employed by  
11 R&R Partners, a firm that was retained by Johnson Utilities and George Johnson to  
12 lobby on their behalves before the ACC and other entities.

13           15. Upon information and belief, James Franklin Norton and Jane Doe Norton  
14 are husband and wife, and are citizens of Arizona. All of the acts referenced in this  
15 Complaint were performed in furtherance of, and for the benefit of, the Nortons’ marital  
16 community.

17 **IV. FACTUAL ALLEGATIONS.**

18           16. Arizona utilities are regulated by the ACC. The ACC, comprised of five  
19 elected commissioners, makes final decisions on matters such as rate adjustments for  
20 utilities.

21           17. Gary Pierce served on the ACC from 2007 to 2014, including as  
22 chairman.

23           18. On August 24, 2010, the ACC, unanimously and on the advice of its staff,  
24 rejected Johnson’s request for: (1) a wastewater rate increase and (2) to allow Johnson  
25 to have his personal income taxes reimbursed by payments made by Johnson Utilities  
26 customers.

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1           19.     However, on August 11, 2011, Gary Pierce introduced an amendment to  
2 the August 24, 2010 decision. Gary Pierce’s proposed amendment granted Johnson’s  
3 requested rate increase and added language to the earlier decision expressly stating that  
4 Johnson Utilities could request income tax reimbursement if the ACC changed its policy  
5 regarding pass-through entities such as the Johnson Utilities’ limited liability company.

6           20.     On September 6, 2011, Gary Pierce and a majority of the ACC voted –  
7 against ACC staff recommendations – to approve the amendment and grant Johnson the  
8 requested rate increase and ability to request income tax reimbursement in the future.

9           21.     On September 28, 2011, Gary Pierce, Sherry Pierce, Norton and a person  
10 whose identity is currently unknown, (hereinafter the “Co-Conspirator”) met for dinner.  
11 At that dinner, the Co-Conspirator stated that Sherry Pierce would become an employee  
12 of his consulting firm. Additionally, the Co-Conspirator stated that a confidentiality  
13 agreement would be created to prevent Sherry Pierce from disclosing the nature of her  
14 work for the consulting firm.

15           22.     On November 9, 2011, Sherry Pierce signed an “Independent Contractor  
16 Agreement” with the consulting firm, as well as a confidentiality agreement.

17           23.     On November 9, 2011, Johnson signed a check drawn on an account held  
18 by Johnson International for \$6,000 and made payable to the consulting firm.

19           24.     On November 10, 2011, Johnson and Norton met with the Co-  
20 Conspirator, and Johnson gave him the \$6,000 check.

21           25.     On November 10, 2011, the Co-Conspirator opened a checking account in  
22 the name of his consulting firm.

23           26.     On November 18, 2011, Gary Pierce and Sherry Pierce accepted a check  
24 drawn on the consulting firm’s account for \$3,500. The original source of that money  
25 was Johnson. Sherry Pierce endorsed the check and deposited it into an account she  
26 shared with Gary Pierce.

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1           27.    On December 8, 2011, Johnson signed another \$6,000 check from the  
2 Johnson International account made out to the consulting firm.

3           28.    On December 12, 2011, Sherry Pierce sent an invoice via email to the Co-  
4 Conspirator labeled: "December Consulting Services as per Contract: \$3,500.00."

5           29.    On December 19, 2011, Gary Pierce and Sherry Pierce accepted a check  
6 drawn on the consulting firm's account for \$3,500. The original source of that money  
7 was Johnson. Sherry Pierce endorsed the check and deposited it into an account she  
8 shared with Gary Pierce.

9           30.    On January 13, 2012, Johnson signed a check for \$6,097.99 from the  
10 Johnson International account made out to the consulting firm.

11           31.    On January 31, 2012, Gary Pierce and Sherry Pierce accepted a check  
12 drawn on the consulting firm's account for \$3,500. The original source of that money  
13 was Johnson. Sherry Pierce endorsed the check and deposited it into an account she  
14 shared with Gary Pierce.

15           32.    On February 9, 2012, Johnson signed a check for \$7,084.80 from the  
16 Johnson International account made out to the consulting firm.

17           33.    On February 21, 2012, Gary Pierce and Sherry Pierce accepted a check  
18 drawn on the consulting firm's account for \$3,500. The original source of that money  
19 was Johnson. Sherry Pierce endorsed the check and deposited it into an account she  
20 shared with Gary Pierce.

21           34.    On March 20, 2012, Johnson signed a check for \$6,028.23 from the  
22 Johnson International account made out to the consulting firm.

23           35.    On April 6, 2012, Gary Pierce and Sherry Pierce accepted a check drawn  
24 on the consulting firm's account for \$3,500. The original source of that money was  
25 Johnson. Sherry Pierce endorsed the check and deposited it into an account she shared  
26 with Gary Pierce.

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1           36. On April 11, 2012, Johnson signed a check for \$6,069.53 from the  
2 Johnson International account made out to the consulting firm.

3           37. On May 1, 2012, Johnson signed a check for \$6,029.79 from the Johnson  
4 International account made out to the consulting firm.

5           38. On May 16, 2012, Gary Pierce and Sherry Pierce accepted a check drawn  
6 on the consulting firm's account for \$3,500. The original source of that money was  
7 Johnson. Sherry Pierce endorsed the check and deposited it into an account she shared  
8 with Gary Pierce.

9           39. On June 5, 2012, Johnson signed a check for \$6,144.56 from the Johnson  
10 International account made out to the consulting firm.

11           40. On June 11, 2012, Gary Pierce and Sherry Pierce accepted a check drawn  
12 on the consulting firm's account for \$3,500. The original source of that money was  
13 Johnson. Sherry Pierce endorsed the check and deposited it into an account she shared  
14 with Gary Pierce.

15           41. On June 15, 2012 Gary Pierce filed a document titled "Policy Statement  
16 on Income Tax Expense for Tax Pass-Through Entities" on the ACC docket.

17           42. On July 11, 2012, Gary Pierce and Sherry Pierce accepted a check drawn  
18 on the consulting firm's account for \$3,500. The original source of that money was  
19 Johnson. Sherry Pierce endorsed the check and deposited it into an account she shared  
20 with Gary Pierce.

21           43. On July 31, 2012, the Co-Conspirator sent an email to Sherry Pierce  
22 stating that the firm's contract work for clients would be limited as of August 1, 2012.

23           44. On July 31, 2012, Sherry Pierce sent an email to the Co-Conspirator  
24 acknowledging the end of payments from Johnson and stating: "I've really enjoyed  
25 working with and getting to know you better. Gary told me about his conversation about  
26 this with Jim so I was already aware."

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1 45. On August 3, 2012, Johnson signed a check for \$6,027.48 from the  
2 Johnson International account made out to the consulting firm.

3 46. On August 9, 2012, the Co-Conspirator sent an email to Sherry Pierce  
4 stating: “Just got my final check in the mail while I was in Tucson so will get a check  
5 out to you tomorrow.”

6 47. On August 13, 2012, Gary Pierce and Sherry Pierce accepted a check  
7 drawn on the consulting firm’s account for \$3,500. The original source of that money  
8 was Johnson. Sherry Pierce endorsed the check and deposited it into an account she  
9 shared with Gary Pierce.

10 48. On February 12, 2013, Gary Pierce voted to allow the owners of pass-  
11 through utility entities such as Johnson Utilities to recover their personal income taxes  
12 from utility customers.

13 **V. CLASS ACTION ALLEGATIONS.**

14 49. Plaintiffs bring this action individually and as a class action pursuant to  
15 Fed. R. Civ. P. 23 *et seq.* for the following Class:

16 All Johnson Utilities customers who paid for water and/or  
17 wastewater services between January 1, 2011 and the date  
judgment is entered in this lawsuit.

18 Excluded from the Class are legal representatives, attorneys, heirs, and assigns of  
19 Defendants; any judge, justice or judicial officer presiding over this matter and the  
20 members of their immediate families and judicial staffs.

21 50. **Numerosity**. There are believed to be tens of thousands members of the  
22 Class. Accordingly, the members of the Class are so numerous that their individual  
23 joinder would be impracticable.

24 51. **Commonality**. There are numerous questions of law and fact that are  
25 common to Plaintiffs and all members of the Class, including, but not limited to the  
26 following:

- 1 a) Whether Defendants engaged in an pattern of racketeering activity  
2 that resulted in Johnson Utilities customers being charged unlawfully  
3 higher prices for water and wastewater services;  
4 b) Whether Defendants committed consumer fraud;  
5 c) Whether Defendants have been unjustly enriched;  
6 d) Whether Plaintiffs and the Class have suffered damages; and  
7 e) Whether Plaintiffs and members of the Class are entitled to equitable  
8 relief.

9 52. **Typicality**. Plaintiffs are members of the Class and have claims that are  
10 typical of all members of the Class. Plaintiffs' claims and all of the Class members'  
11 claims arise out of the same uniform course of unlawful conduct by Defendants and  
12 may be remedied under the same legal theory – that customers were subjected to and  
13 paid charges that were corruptly increased by Defendants' unlawful actions.

14 53. **Adequacy**. Plaintiffs will fairly and adequately represent the interests of  
15 the members of the Class. Plaintiffs have no conflicts of interest with, or interests that  
16 are any different from, those of the other class members. Plaintiffs have retained  
17 competent counsel experienced in class action and other complex litigation.

18 54. **Predominance**. Common questions of law and fact predominate over  
19 questions affecting only individual Class members. More specifically, the corruption of  
20 rate charges presents common issues of law and fact; the only individual issues being  
21 the arithmetic calculation of individual customers' shares of the corruptly increased  
22 rates charged.

23 55. **Superiority**. A class action is superior to all other feasible alternatives  
24 for the resolution of this matter. Individual litigation of multiple cases would be highly  
25 inefficient, a gross waste of the resources of the court and of the parties, and potentially  
26 could lead to inconsistent results that would be contrary to the interests of justice.

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- 1           3)     Affecting interstate commerce;
- 2           4)     Through a pattern;
- 3           5)     Of racketeering activity (the “predicate acts”);
- 4           6)     Causing injury to Plaintiff’s business or property.

5           62.     **Culpable Person.**   RICO defines a “person” as an “entity capable of  
6 holding a legal or beneficial interest in property.” Here, Johnson is a culpable “person”  
7 within the meaning of 18 U.S.C. § 1961(3) because he is capable of holding a beneficial  
8 interest in property. Indeed, all of the Defendants are culpable “persons” under RICO.

9           63.     **Enterprise.**   RICO defines an enterprise as “any individual, partnership,  
10 corporation, association or other legal entity, and any union or group of individuals  
11 associated in fact although not a legal entity.” The enterprise in this case is an  
12 association in fact. That is, the Defendants associated in fact to create a “Johnson  
13 Utilities Enterprise,” which is not a legal entity. The Defendants came together to  
14 create the association-in-fact Johnson Utilities Enterprise for a common purpose of  
15 engaging in a course of conduct. That course of conduct was to unlawfully raise utility  
16 rates in order to enrich the Defendants. Johnson conducted the business of the  
17 enterprise, and in conjunction with the other Defendants operated the enterprise to  
18 charge customers unlawfully inflated prices. The Johnson Utilities Enterprise had an  
19 ongoing organization, either formal or informal. The organization was this: Johnson  
20 and Johnson International paid bribes through Norton to Sherry Pierce and Gary Pierce  
21 who ensured via his position on the ACC that Johnson Utilities could unlawfully charge  
22 customers higher rates. The Defendants comprising the association-in-fact Johnson  
23 Utilities Enterprise functioned as a continuing unit. The unit operated continuously for  
24 10 months, with Johnson and Johnson International sending monthly bribe payments  
25 through Norton to Sherry Pierce and Gary Pierce who ensured via his position on the  
26 ACC that Johnson Utilities could unlawfully charge customers higher rates.

1           64. Defendants conducted and participated directly or indirectly in the  
2 conduct of the association-in-fact Johnson Utilities Enterprise through a pattern of  
3 racketeering activity. That is, Defendants used mail fraud and wire fraud to operate the  
4 enterprise and effectuate Johnson's goal of charging his customers higher prices for  
5 water and wastewater services.

6           65. **Interstate or Foreign Commerce.** The interstate commerce requirement  
7 is satisfied if either the activity of the enterprise or the predicate acts of racketeering  
8 affect interstate commerce. Here, both the activities of Johnson Utilities and predicate  
9 acts of racketeering affect interstate commerce. The Johnson Utilities Enterprise affects  
10 interstate commerce by using the interstate mail system to charge and collect unlawfully  
11 inflated prices for water and wastewater services and by using the interstate wire system  
12 to deposit money from water/wastewater customers who paid unlawfully inflated prices.  
13 Additionally, the predicate acts affect interstate commerce because the interstate mail  
14 system was used to send and receive bribery checks, and the interstate wire system was  
15 used to fund and deposit bribery checks.

16           66. **Pattern of Racketeering.** RICO defines a "pattern of racketeering" as "at  
17 least two acts of racketeering activity...the last of which occurred within 10 years after  
18 the commission of a prior act of racketeering." 18 U.S.C. § 1961(5). Here, numerous  
19 acts of racketeering activity took place between 2011 and 2013.

20           67. **Racketeering Activity.** "Racketeering activity" is defined as any number  
21 of state and federal offenses enumerated in 18 U.S.C. § 1961(1). In the instant case,  
22 Defendants engaged in racketeering activity through violations of federal offenses  
23 relating to mail fraud, 18 U.S.C. § 1341, and wire fraud, 18 U.S.C. § 1343.

24           68. The elements of mail fraud are (1) a plan or scheme to defraud (2) intent  
25 to defraud, (3) reasonable foreseeability that the mails will be used, and (4) actual use of  
26 the mails to further the scheme. In the instant case, Defendants knowingly and with  
27 intent devised a scheme to defraud Johnson Utilities' customers by bribing Gary Pierce  
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1 in exchange for his official action allowing Johnson Utilities to charge unlawfully  
2 higher prices for water and wastewater services. It was reasonably foreseeable that as  
3 part of this scheme, Defendants would use the mails to send bribery checks. Indeed, on  
4 multiple occasions in 2011 and 2012, Defendants placed and caused to be placed in the  
5 mails checks that were sent from Johnson to the Co-Conspirator and then on to Gary  
6 and Sherry Pierce.

7         69. The elements of wire fraud are (1) a plan or scheme to defraud (2) intent  
8 to defraud, (3) reasonable foreseeability that the wires will be used, and (4) actual use of  
9 the wires to further the scheme. In the instant case, Defendants knowingly and with  
10 intent devised a scheme to defraud Johnson Utilities' customers by bribing Gary Pierce  
11 in exchange for his official action at the ACC allowing Johnson Utilities to charge  
12 unlawfully higher prices for water and wastewater services. It was reasonably  
13 foreseeable that as part of this scheme, Defendants would use the interstate wires to  
14 settle funds transfers and for email communications. Indeed, on multiple occasions in  
15 2011 and 2012, Defendants used and caused to be used the wires to settle fund transfers  
16 from checks from Johnson to the Co-Conspirator and from the Co-Conspirator to Gary  
17 and Sherry Pierce. Additionally, Sherry Pierce and the Co-Conspirator communicated  
18 via email in furtherance of the scheme to defraud.

19         70. Moreover, since Plaintiffs and members of the Class paid their bills to  
20 Johnson Utilities, virtually all by checks submitted by mail or ACH or credit card  
21 charge payments, the United States Postal system and the interstate wire systems were  
22 the primary vehicles by which the proceeds of the corruptly increased rate charges were  
23 collected. Each such payment constitutes an event of mail fraud (18 U.S.C. § 1341) or  
24 wire fraud (18 U.S.C. § 1343).

25         71. **Injury**. To establish standing under RICO, a plaintiff must be (1) a  
26 person; (2) who sustains injury (3) to his or her business or property” (4) “by reason” of  
27 defendants' violation of Section 1962. Here, Plaintiffs are persons under RICO who  
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1 sustained injury to their property by reason of Defendants’ unlawful racketeering. That  
2 is, Plaintiffs and the Class would not have paid extra money for water and wastewater  
3 services but for Defendants’ mail fraud and wire fraud.

4 72. As a direct and proximate result of Defendants’ racketeering activities and  
5 violations of 18 U.S.C. § 1962(c), Plaintiffs and the Class have been actionably injured  
6 in their business and property, and are entitled to recover their damages, and trebled,  
7 plus reasonable attorneys’ fees and costs, pursuant to 18 U.S.C. § 1964(c).

8 **COUNT II**  
9 **Arizona Anti-Racketeering Act**  
10 **Violation of Ariz. Rev. Stat. § 13-2314**

11 73. Plaintiffs incorporate the allegations in the previous paragraphs of this  
12 Complaint as if fully set forth herein.

13 74. More specifically, Plaintiffs repeat and re-allege this Complaint’s  
14 allegations of ¶¶ 55-69, substituting therein the phrase “pattern of illegal activity” for  
15 the phrase “pattern of racketeering activity.”

16 75. Plaintiffs and each Defendant is a “person” within the meaning of Ariz.  
17 Rev. Stat. § 13-1214.04.

18 76. The allegations of ¶¶ 55-69, as modified by this Count II, constitute a  
19 pattern of illegal activity by Defendants as defined in Ariz. Rev. Stat. §§ 13-2301(D)(4),  
20 13-2301(D)(4)(b)(vi) and 13-2301(D)(4)(b)(xx) because it involved at least two “acts  
21 chargeable or indictable” under the laws of the United States, including multiple acts of  
22 bribery, mail fraud and wire fraud which were part of the above-described “bribery” and  
23 “scheme or artifice to defraud” Plaintiffs for Defendants’ personal financial gain.

24 77. Plaintiffs and members of the Class have sustained reasonably foreseeable  
25 injury to their business or property on account of the foregoing pattern of illegal activity  
26 by the conduct of Defendants alleged herein.

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1 78. Ariz. Rev. Stat. § 13-23143.04 entitles Plaintiffs to file the instant claim  
2 for relief.

3 **COUNT III**  
4 **Arizona Consumer Fraud Act**  
5 **Violation of Ariz. Rev. Stat. § 44-1522**

6 79. Plaintiffs incorporate the allegations in the previous paragraphs of this  
7 Complaint as if fully set forth herein.

8 80. At all relevant times, there was in full force and effect the Arizona  
9 Consumer Fraud and Deceptive Business Practices Act, Ariz. Rev. Stat. § 441-1521 et.  
10 seq.

11 81. The Act provides:

12 The act, use or employment by any person of any deception,  
13 deceptive or unfair act or practice, fraud, false pretense, false  
14 promise, misrepresentation, or concealment, suppression or  
15 omission of any material fact with intent that others rely on such  
16 concealment, suppression or omission, in connection with the sale  
or advertisement of any merchandise whether or not any person has  
in fact been misled, deceived or damaged thereby, is declared to be  
an unlawful practice.

17 Ariz. Rev. Stat. § 44-1522.

18 82. Defendants made misrepresentations and material omissions, and  
19 concealed and suppressed their unlawful conduct, in connection with Johnson Utilities'  
20 sale of water and wastewater services to Plaintiffs and members of the Class.

21 83. More specifically, Defendant Johnson did not inform his customers that  
22 the rate increase and his ability to pass on his income-tax liability to customers was  
23 achieved as a result of bribery. Nor did Defendant Gary Pierce inform Johnson Utilities  
24 customers that the rate increase and the tax pass-through he approved were the result of  
25 bribery. Defendants Sherry Pierce and Norton concealed and suppressed their  
26 knowledge that Johnson achieved the rate increase and the tax benefits by bribery.

1 84. As a direct and proximate result of Johnson's and Pierce's  
2 misrepresentations and material omissions, Plaintiffs and members of the Class  
3 overpaid for water and wastewater services.

4 **COUNT IV**  
5 **Unjust Enrichment**

6 85. Plaintiffs incorporate the allegations in the previous paragraphs of this  
7 Complaint as if fully set forth herein.

8 86. As described above, Defendant Johnson received benefits in the form of  
9 an unlawful rate increase and tax benefits. Defendants Gary Pierce, Sherry Pierce and  
10 Norton have received benefits in the form of payments from Johnson in return for  
11 enabling the scheme to unlawfully increase water rates and provide tax benefits for  
12 Johnson.

13 87. Plaintiffs and the Class conferred a benefit upon Defendants by paying  
14 unlawfully inflated bills for water and/or wastewater services.

15 88. The benefits received by Defendants were received at the expense of  
16 Plaintiffs and members of the Class.

17 89. Because the scheme perpetrated by Defendants to increase water rates and  
18 offset Johnson's income taxes was unlawful, it would be unjust to allow Defendants to  
19 retain the benefits conferred upon them by Plaintiffs and the Class.

20 **VII. JURY DEMAND.**

21 90. Plaintiffs and members of the Class request a jury trial.

22 **VIII. PRAYER FOR RELIEF**

23 91. Plaintiffs, on behalf of themselves and members of the Class, respectfully  
24 request that this Court:

- 25 a) Certify the Class as requested herein, appoint Plaintiffs as Class  
26 Representatives and their selection of counsel as Class Counsel,  
27 and order class-wide relief;

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- b) Adjudge and decree that Defendants have engaged in the conduct alleged herein;
- c) Enjoin and restrain Defendants and its officers and agents from continuing or engaging in similar conduct as alleged herein;
- d) Order that Defendants pay restitution to Plaintiffs and the Class which would restore Plaintiffs and the Class to the financial position they would have been in absent Defendant’s unlawful conduct;
- e) Order that Defendants pay any statutory damages – including treble damages pursuant to 18 U.S.C. § 1964 – as a result of their unlawful conduct;
- f) Order that Defendants pay any compensatory damages as a result of their unlawful conduct;
- g) Order that Defendants pay punitive damages as a result of their unlawful conduct;
- h) Order that Defendants pay interest on the monies wrongfully obtained from the date of collection through the date of entry of judgment in this action;
- i) Order Defendants to identify victims of its unlawful conduct;
- j) Order that Defendants are financially responsible for notifying all members of the Class of the unlawful conduct set forth herein;
- k) Award attorneys’ fees, expenses, and all costs reasonably incurred in connection with the commencement and prosecution of this action; and
- l) Grant all other such relief as the Court deems necessary and proper.

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RESPECTFULLY SUBMITTED 18th day of December 2017.

**STINSON LEONARD STREET LLP**

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