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**IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT PALMER**

STATE OF ALASKA,)	
)	
Plaintiff,)	
)	
v.)	
)	
CLINT MILLER DBA ALASKA)	Case No. 3PA-25-_____CI
WILDERNESS OUTFITTER,)	
)	
Defendant.)	
)	

**COMPLAINT FOR INJUNCTIVE RELIEF, CIVIL PENALTIES, AND
RESTITUTION
(AS 45.50.501; AS 45.50.551)**

The State of Alaska, by and through the Office of the Attorney General, alleges and complains as follows:

INTRODUCTION

1. The defendant is Clint Miller dba Alaska Wilderness Outfitter, a business that offers guided big game hunting services.
2. Miller promises his clients the opportunity to go hunting for moose in Alaska, but cancels the hunt at the very last minute and refuses to provide refunds.
3. Between 2019 and 2024, Miller collected at least \$660,350 from clients for hunting services he has not provided. He has not refunded these clients.
4. Of the 32 clients Miller booked and accepted full payment from for the 2023 and 2024 hunting seasons, only two of them set foot on land where they could legally

hunt. However, these two clients had a very limited opportunity to hunt because they had to travel 400 miles roundtrip from Miller's base camp to the hunting grounds each day.

5. Although Miller advertises a 100% success rate, none of his clients have killed a moose since 2021.

PARTIES

6. Plaintiff is the State of Alaska.

7. Defendant is Clint Miller, doing business as Alaska Wilderness Outfitter.

8. Alaska Wilderness Outfitter is an Alaska business (business license number 1018464) that conducts business in Wasilla, Alaska at all times relevant to this complaint.

9. Clint Miller is the owner of Alaska Wilderness Outfitter and a resident of Wasilla, Alaska.

JURISDICTION AND VENUE

10. The Attorney General has reason to believe that Defendants have engaged in acts or practices declared unlawful by AS 45.50.471 and brings this action in the public interest. This court has jurisdiction over all aspects of the complaint pursuant to AS 45.50.501(a) and AS 22.10.020.

11. Defendant conducted business in Wasilla, Alaska at all times relevant to this complaint. Venue in the Superior Court for the Third Judicial District at Palmer is proper pursuant to Rule 3 of the Alaska Rules of Civil Procedure and AS 45.50.501(a).

FACTUAL ALLEGATIONS

I. Clint Miller operates Alaska Wilderness Outfitter.

12. Clint Miller operates a sole proprietorship called Alaska Wilderness Outfitter.

13. Alaska Wilderness Outfitter offers guided big game hunting services.

14. Miller is a registered guide-outfitter (guide license # GUIR1352).

15. Miller charges between \$12,500 and \$24,500 per client.

16. Miller requires all his clients to pay in full months before their trip is scheduled to depart.

17. During a 21-day period each September, Miller offers two guided moose hunts.

18. Miller advertises to consumers that he only takes four clients moose hunting every 10 days, totaling eight clients per year.

19. Miller's hunting records from 2019 to 2024 confirm that he does not take more than eight clients into the field per season.

a. Licensed guide-outfitters must submit hunt records for each contracted hunt. AS 08.54.760.

b. In 2019, Miller reported guiding eight clients on moose hunts.

c. In 2020, Miller reported guiding four clients on moose hunts.

d. In 2021, Miller reported guiding six clients on moose hunts.

e. In 2022, Miller reported no guided moose hunts.

f. In 2023, Miller reported guiding four clients on moose hunts.

g. In 2024, Miller reported no guided moose hunts.

h. When Miller did not submit a hunting record, he either did not guide a hunt during that time period, or he took people hunting in violation of state law.

20. Miller's hunt records also show that on all but one occasion, he guides no more than four clients at a time.

a. In 2021, he took six clients into the field at once, but he hired two guides, in addition to himself, to service these six clients.

21. Commercial hunting on state land requires a permit.
11 AAC 96.010(a)(1)(F).

a. Miller applied for and received Commercial Recreation Permits in 2017, 2018, 2019, 2020, 2021, and 2022.

b. Miller did not apply for any permits in 2023.

c. Miller applied for and received a Commercial Recreation Permit in 2024.

d. As of June 25, 2025, Miller has not applied for any permits for the 2025 season.

22. For at least the past two years, Miller's hunts began in Holy Cross.

a. Miller's clients have been transported out of Holy Cross by boat up the Innoko River.

b. The land adjacent to the Innoko river is largely comprised of private and federal land.

i. The Innoko River passes through the Innoko National Wildlife Refuge.

ii. Deloycheet, Inc., a native corporation, owns private lands surrounding Holy Cross.

c. Miller did not have the appropriate permits or permission to guide hunts on much of these private and federal lands.

i. Miller could not guide hunting trips in the Innoko National Wildlife Refuge.

ii. Miller was trespassed from all Deloycheet, Inc. private lands in 2022.

d. Miller's clients had to travel hundreds of miles by boat up the Innoko River to reach land where they could legally camp and hunt.

II. Miller overbooked his services for the 2023 moose hunting season, accepting at least \$264,500 from clients he had no intention of taking hunting.

23. Although Miller only has the capacity to take eight clients on moose hunts per season, Miller booked at least 22 clients for the 2023 moose hunting season.

24. Miller received at least \$234,500 from these 22 clients.

25. Despite overbooking his guided hunting services, Miller did not apply for any permits necessary to take his clients hunting during the 2023 season.

26. Miller cancelled on 14 of these clients.

27. Miller has not refunded any of the 14 clients who did not hunt during the 2023 moose hunting season.

III. Miller overbooked his services for the 2024 moose hunting season, accepting at least \$176,150 from clients he had no intention of taking hunting.

28. Although Miller only has the capacity to take eight clients on moose hunts per season, Miller booked at least 25 clients for guided moose hunts for the 2024 moose hunting season.

29. Not including the money paid by clients in 2023 who were rescheduled for the 2024 season, Miller received at least \$176,150 from the new clients that he booked for the 2024 season.

30. Miller cancelled on 18 of his clients.

31. Two of his clients booked for the 2024 moose hunting season cancelled their hunt because Miller did not provide a hunt contract until a month before the scheduled hunt, at which point the charter flights were too expensive for them to purchase.

32. Two other clients booked for the 2024 moose hunting season cancelled at the beginning of September because Miller would not confirm which dates they would be hunting.

33. Miller has not refunded any of the 22 clients who did not go hunting during the 2024 moose hunting season.

IV. Miller cancels his clients' hunting trips at the last minute, lies to his clients about the reason for the cancellation, and refuses to refund his clients.

34. Miller cancelled Donald Lauscher's hunting trip at the last minute four years in a row.

a. In 2020, Donald Lauscher paid Miller \$25,000 for a guided hunting trip.

b. In 2021, three days before the scheduled hunt, Miller cancelled the hunt.

c. In 2022, the day before Donald Lauscher was scheduled to leave for Alaska for the hunt, Miller cancelled the hunt.

d. In 2023, three days before the scheduled hunt, Miller cancelled the hunt.

e. In 2024, two days before the scheduled hunt, Miller cancelled the hunt.

f. Although Donald Lauscher has requested a refund on multiple occasions, Miller has not refunded him.

35. Miller cancelled on many more clients at the last minute and refused to provide a refund for these cancellations, including:

a. Robert Clayburgh and Eric Fox in 2021, 2022, 2023, and 2024.

b. Todd Chestnut and Michael Melott in 2021 and 2022.

c. David Freeman and Zeb Freeman in 2022.

d. Edgar Popke and Ryan Popke in 2022.

- e. Donald Thayer and Willem Van Rooyen in 2022 and 2023.
- f. Ronald Rhods and Donald Sima in 2022, 2023, and 2024.
- g. David Strassman and Matthew Gwiazada in 2021 and 2022.
- h. David Jacobsen and Anthony Crino in 2023.
- i. Shane Boettcher and Brandon Fornengo in 2023.
- j. Peter Banks and Kenneth Bistline in 2023.
- k. Boyd Corry and Barbara Brown in 2023.
- l. John Iasella and Phillip Jones in 2024.
- m. Lawrence Cacchiotti and Lawrence Cacchiotti Jr. in 2024.
- n. Chet Nichols in 2020, 2021, and 2023.
- o. Richard Jordan in 2024.
- p. Paul Schlee in 2022 and 2024.
- q. John Sherman in 2024.
- r. Mark Hoeppner in 2024.
- s. Francis Allen Bates, Clayton Wiggins, Christopher Creech and Jason Creech in 2024.
- t. Mark Corry and Dena Corry in 2022 and 2023.

V. Miller fails to provide timely hunt contracts and those hunt contracts do not include appropriate cancellation policies.

36. A registered guide-outfitter must deliver a written contract to a client within 90 days of receiving the deposit. 12 AAC 75.260.

37. Miller failed to provide many of his clients, including those listed below, with a written contract within 90 days of receiving the deposit, making it difficult for his clients to buy permits and flights because they did not know when or where their hunts would take place.

a. Mark Hoeppner paid a deposit on January 9, 2024, and did not receive a hunt contract until August 1, 2024.

b. Ryan Reidel paid a deposit on March 8, 2023, and did not receive a hunt contract until August 1, 2024.

c. Richard Jordan paid a deposit on January 8, 2023, and did not receive a hunt contract until August 1, 2024.

d. Francis Allen Bates paid a deposit on May 26, 2023, and did not receive a hunt contract until March 27, 2024.

e. David Jacobsen paid a deposit on October 12, 2022, for a hunt in 2023, and after Miller cancelled the hunt on September 8, 2023, and rescheduled David Jacobsen for 2024, Miller failed to provide a new hunt contract for 2024.

f. John Iasella paid a deposit on January 17, 2023, and did not receive a hunt contract until August 1, 2024.

g. John Sherman paid a deposit on January 10, 2023, and did not receive a hunt contract until August 1, 2024.

h. Donald Thayer paid in full for a hunt and never received a hunt contract, despite asking for one on multiple occasions.

38. A hunt contract must include a “deposit refund or transfer policy upon cancellation” and a “statement about compensation for any delay of the client arriving in the field on schedule or for the client departing the field before the contracted hunt ends.” 12 AAC 75.260(b).

39. Miller’s hunt contracts do not address what will happen if Miller cancels a hunt.

40. Miller’s hunt contracts do not address what will happen if Miller causes a delay of the client arriving in the field, only if the client causes the delay.

VI. The few clients Miller has not cancelled are sent into the backcountry without sufficient supplies or licensed hunting guides and almost all of them do not hunt.

41. In 2023, Miller sent eight clients into the field.

a. The first week of September, two clients went into the field.

i. These clients were transported approximately 130 miles by boat from Holy Cross up the Innoko River to camp.

ii. Upon arriving at camp, their guide informed them that they did not have enough fuel to travel to state land where they could legally hunt.

iii. These two clients decided to leave the field early due to the lack of fuel.

b. The second week of September, another six clients went into the field.

i. Miller only provided two hunting guides for these six clients, even though their hunt contracts specified that there would be one guide per two clients.

ii. Miller also only provided one boat, so a few packers spent the next two days tracking down another boat.

iii. A few days later, the six clients were eventually transported approximately 130 miles from Holy Cross up the Innoko River to camp.

iv. Upon arriving at camp, these six clients learned that the land where they could legally hunt was located hundreds of miles away and they did not have sufficient fuel to transport everyone.

v. Four of these clients decided to leave the field because the lack of supplies and guides made them fear for their safety.

vi. The remaining two clients stayed in the field, but they had very limited opportunities to hunt because they had to travel approximately 400 miles (around 8 hours roundtrip) via boat from their base camp to the land where they could legally hunt.

vii. The remaining two clients feared for their safety because of the lack of fuel.

c. None of these clients received a refund, even though they did not receive the hunting services they had paid for.

42. In 2024, Miller sent three clients into the field.

- a. Miller sent these clients into the field without a licensed hunting guide.
- b. These three clients did not do any hunting during their trip because they could not legally hunt without a guide present.
- c. These three clients travelled 22 hours by boat from Holy Cross up the Innoko and Iditarod Rivers to camp.
- d. Upon arriving at camp, the boat captains realized that they did not have enough fuel to travel to the hunting grounds, let alone enough fuel to get back to Holy Cross.
- e. The group decided to return to Holy Cross, leaving a boat and gear behind because there was not enough fuel to transport everything.
- f. At least one of these three clients feared for his safety because of the lack of supplies.
- g. These three clients have not received a refund.

43. Alaska regulation 12 AAC 75.340(c)(1) provides that it is “unethical” for a guide to fail to ensure “sufficient supplies are present to provide for emergencies” and to fail to “take every reasonable measure to assure the safety and comfort of the client.”

VII. Miller advertises his services online.

44. Miller advertises his services on his personal Facebook page and the Alaska Wilderness Outfitter Facebook page.

45. Miller advertises his services on
www.guidefitter.comAlaskawildernessoutfitter.

46. Miller also advertised his services on https://akwildernessoutfitters.com until
sometime between September 2024 and January 2025.

VIII. Miller falsely advertises his hunting services as 100% successful, but he only had a 100% success rate in 2020, and none of his clients have killed a moose since 2021.

47. Miller advertised on https://akwildernessoutfitters.com that his clients “have taken 100% trophies since 2011.”

48. Miller repeatedly advertised a 100% success rate on the Alaska Wilderness Outfitter Facebook Page.

a. On March 22, 2023, Miller posted “we were 100% on bulls over 63” again!”

b. Also in March 22, 2023, Miller posted “Here are a few bulls from 21! It was 100% again!”

49. Miller also advertised a 100% success rate on his personal Facebook page.

a. On October 5, 2020, Miller posted “Alaska Wilderness Outfitter has two spots left for 2021! Went 100% again this year.”

50. Some of Miller’s clients relied on his advertisements claiming a 100% success rate when they decided to book his services.

51. The hunt records submitted by Miller to the Big Game Commercial Services Board show that he did not have a 100% success rate.

- a. In 2019, three of five guided clients killed a moose.
- b. In 2020, all four guided clients killed a moose.
- c. In 2021, four of six guided clients killed a moose.
- d. In 2022, Miller did not report any hunts.
- e. In 2023, none of Miller's guided clients killed a moose
- f. In 2024, none of Miller's guided clients killed a moose.

52. Alaska hunting regulation 12 AAC 75.340(f)(1) provides that a guide engages in "unethical activities" where, as here, a guide "make[s] guarantees as to the success of a hunt or the number of animals to be taken on a hunt."

IX. Miller falsely advertises that he will be easy to communicate with, but he cancels on clients and stops communicating with them.

53. The following is an excerpt from an advertisement Miller posted on <https://akwildernessoutfitters.com>: "Right from the very beginning, I am here to assist you. I want the planning of your Alaska big game hunt to be as effortless as possible. I will take you through each step towards getting your big game. Any questions you may have from transportation, needed gear, packing and trophy care I will be available to answer."

54. Despite advertising that he will be communicative and responsive to his clients' questions, Miller's clients report that Miller withheld important information from them leading up to their hunting trips and stopped responding to them when they requested a refund.

a. Miller would not tell his clients the exact dates of their hunt, making it more difficult and expensive for his clients to book travel to Alaska for their hunt.

b. Miller delayed in responding or did not respond to his clients' questions about logistics.

c. Miller delayed in responding or did not respond to his clients' requests to speak with him when they had questions.

d. Miller stops responding to his clients when they request a refund.

X. Miller has already booked new clients for the 2025 hunting season.

55. Miller has already booked five clients for the 2025 moose hunting season.

56. So far, Miller has collected at least \$54,000 from his clients scheduled for the 2025 moose hunting season.

COUNT I

VIOLATION OF THE UNFAIR TRADE PRACTICES ACT, AS 45.50.471-.561

57. AS 45.50.471(a) provides that "[u]nfair or deceptive acts or practices in the conduct of trade or commerce are declared to be unlawful."

58. AS 45.50.471(b) provides a list of acts and practices that are considered to be per se unfair or deceptive, including:

a. Advertising goods or services with intent not to sell them as advertised. AS 45.50.471(b)(8).

b. Engaging in any other conduct creating a likelihood of confusion or misunderstanding and that misleads, deceives, or damages a buyer or a competitor in connection with the sale or advertisement of goods or services. AS 45.50.471(b)(11).

c. Using or employing deception, fraud, false pretense, false promise, misrepresentation, or knowingly concealing, suppressing, or omitting a material fact with intent that others rely upon the concealment, suppression or omission in connection with the sale or advertisement of goods or services whether or not a person has in fact been misled, deceived, or damaged. AS 45.50.471(b)(12).

59. Acts and practices may be considered unfair or deceptive under AS 45.50.471 regardless of whether they are listed as per se violations under AS 45.50.471(b).

60. As described in this complaint, Miller engaged in, and continues to engage in, unfair or deceptive acts or practices in the conduct of trade or commerce.

DEMAND FOR JUDGMENT

61. The State of Alaska demands the following relief:

62. Pursuant to AS 45.50.501(a), an order enjoining Miller from continuing to engage in the unlawful acts and practices alleged in this complaint.

63. Pursuant to AS 45.50.501(b), an order directing Miller to restore to any person any money or property which may have been acquired through the unlawful acts and practices alleged in this complaint.

64. Pursuant to AS 45.50.551(b), awarding civil penalties against Miller of \$25,000 per violation of AS 45.50.471, with the total number of violations to be proven at trial.

65. Pursuant to AS 45.50.537(d), an award of full reasonable costs and attorney fees, including the cost of investigation.

66. Any additional relief the court may deem proper.

DATED July 25, 2025

TREG TAYLOR
ATTORNEY GENERAL

By: /s/ Helen E. Mendolia
Helen E. Mendolia
Assistant Attorney General
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