

FILED
KING COUNTY, WASHINGTON

JAN 14 2015

EXP07

SUPERIOR COURT CLERK

STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON,

Plaintiff,

v.

WASHINGTON STATE LODGE
FRATERNAL ORDER OF POLICE,
a/k/a WASHINGTON STATE
FRATERNAL ORDER OF POLICE,
FOP, WAFOP and WSFOP, a
Washington Non-Profit Corporation;
WASHINGTON STATE FRATERNAL
ORDER OF POLICE MEMORIAL
FOUNDATION, a/k/a WASHINGTON
STATE FRATERNAL ORDER OF
POLICE MEMORIAL FUND, a
Washington Non-Profit Fraternal
Organization; and CORPORATIONS
FOR CHARACTER, a/k/a C4C, a Utah
Limited Liability Company and JOHN
and JANE DOES 1-5,

Defendant.

NO. 15-2-00883-8 SEA

CONSENT DECREE

[CLERK'S ACTION REQUIRED]

I. JUDGMENT SUMMARY

1.1	Judgment Creditor:	State of Washington
1.2	Judgment Debtors:	CORPORATIONS FOR CHARACTER, a/k/a C4C, a Utah Limited Liability Company
1.3	Judgment Amount:	\$ 53,000.00

- 1.4 Post Judgment Interest Rate: 12%
- 1.5 Attorneys for Judgment Creditor: Marc Worthy and Benjamin Roesch,
Assistant Attorneys General
- 1.6 Attorney(s) for Judgment Debtors: Russell D. Harris

II. GENERAL

2.1 Per agreement with Defendant Corporation for Character ("C4C"), State of Washington commenced an action and simultaneously filed this Consent Decree, pursuant to the Consumer Protection Act, RCW 19.86 RCW, and the Charitable Solicitations Act, RCW 19.09.

2.2 Defendants are represented by Russell D. Harris, Law Offices of Russell D. Harris.

2.3 The State appears by and through its attorneys Robert W. Ferguson, Attorney General, Marc Worthy and Benjamin Roesch, Assistant Attorneys General.

2.4 Defendant and the State agree on a basis for the settlement of the matters alleged in the Complaint and to the entry of this Consent Decree relating to Defendant without the need for trial or adjudication of any issue of law or fact.

2.5 Defendant, by entering into this Consent Decree, does not admit the allegations of the Complaint.

2.6 Defendant understands and agrees that this Consent Decree is entered into voluntarily and that no promises or representations have been made by the State or any member, officer, agent, or representative thereof to induce it to enter into this Consent Decree, except for the promises and representations provided herein.

2.7 Defendant waives any right it may have to appeal from this Consent Decree.

2.8 Defendant agrees that it will not oppose the entry of this Consent Decree on the grounds the Consent Decree fails to comply with Rule 65(d) of the Rules of Civil Procedure, and waive any objections based on Rule 65(d).

1 enjoined, restrained, and prevented from directly or indirectly engaging in the following acts or
2 practices within the state of Washington, and shall comply with the following provisions:

- 3 a. Failing to clearly and conspicuously identify that the individual
4 soliciting is an employee of a commercial fundraiser as required by
5 RCW 19.09.100(2), or permitting or failing to ensure that the individual
6 soliciting makes all statutorily required disclosure.
- 7 b. Distributing written solicitation material that which fails to clearly and
8 conspicuously disclose the name of the solicitor and/or charity and the
9 city where the charity is located, as required by RCW 19.09.100 (1)(b).
- 10 c. Making any statement that is false, misleading, or deceptive. All
11 solicitations, advertising materials, and promotional plans must fully and
12 fairly disclose the identity of the entity on whose behalf the solicitation
13 is made as required by RCW 19.09.100(15).
- 14 d. Using recorded solicitations that do not allow consumers to request that
15 they be removed from the calling list or that they not be called again.
- 16 e. Making or causing to be made any automatic calls that do not disclose
17 its capacity as a commercial fundraiser and do not disclose required
18 information for the Secretary of State's office.
- 19 f. Misrepresenting the amount of charitable contributions it returns or has
20 returned to charities.
- 21 g. Reporting false, inaccurate, or incomplete information to the Secretary
22 of State.

23 **V. MONETARY PAYMENT**

24 5.1 Pursuant to RCW 19.86.080, Washington shall recover and Defendant shall pay
25 Washington the amount of \$53,000.00 for costs and reasonable attorney's fees incurred by
26

1 Washington in pursuing this matter, for monitoring and potential enforcement of this Consent
2 Decree, and for future enforcement of RCW 19.86.

3 5.2 Payment of costs and fees will be as follows: \$21,000 by January 20, 2015,
4 \$10,000 by February 20, 2015, \$5,000 by March 20, 2015, \$5,000 by April 20, 2015, \$5,000
5 by May 20, 2015, \$5,000 by June 20, 2015, and \$2,000 by July 20, 2015.

6 5.3 Any payment owing under this provision shall be in the form of a valid check
7 paid to the order of the "Attorney General—State of Washington" and shall be due and owing
8 upon entry of this Consent Decree. Payment shall be sent to the Office of the Attorney
9 General, Attention: Cynthia Lockridge, Administrative Office Manager, 800 Fifth Avenue,
10 Suite 2000, Seattle, Washington, 98104-3188.

11 VI. ENFORCEMENT

12 6.1 Violation of any of the injunctions contained in this Consent Decree, as
13 determined by the Court, shall subject the Defendant to a civil penalty of up to \$25,000 per
14 violation pursuant to RCW 19.86.140.

15 6.2 Violation of any of the terms of this Consent Decree, as determined by the Court,
16 shall constitute a violation of the Consumer Protection Act, RCW 19.86.020.

17 6.3 In any successful action to enforce any part of this Consent Decree, Defendant
18 may pay the Attorney General its attorneys' fees and costs, including reasonable attorneys' fees as
19 provided by RCW 19.86.080.

20 6.4 This Consent Decree is entered pursuant to RCW 19.86.080. Jurisdiction is
21 retained for the purpose of enabling any party to this Consent Decree with or without the prior
22 consent of the other party to apply to the Court at any time for enforcement of compliance with
23 this Consent Decree, to punish violations thereof, or to modify or clarify this Consent Decree.

24 6.5 Upon 14 days' written notice or as otherwise agreed to by the parties, Defendant
25 shall provide the State with copies of any business records the State deems necessary in order to
26 monitor compliance with this Consent Decree. Provided, however, that the State's request for

1 records shall be reasonably related to Defendant' performance of the terms of the Consent Decree
2 and shall not be unduly burdensome. In addition, representatives of the Office of the Attorney
3 General shall be permitted reasonable access to inspect and/or copy all business records or
4 documents under control of Defendant in order to monitor compliance with this Consent Decree
5 within 14 days of such reasonable written request to Defendant, provided that the inspection and
6 copying shall be done in such a way as to avoid unreasonable disruption of Defendant' business
7 activities. Failure to comply with this section will subject Defendant to a civil penalty of up to
8 \$2,000 per day for each day beyond 14 days after such reasonable written request that the
9 Attorney General is prevented by Defendant from accessing records for inspection and copying.

10 6.6 Representatives of the Office of the Attorney General may be permitted to
11 question Defendant, or any officer, director, agent, or employee of any corporation affiliated with
12 Defendant, in deposition, pursuant to the provisions and notice requirements of CR 30, in order to
13 monitor compliance with this Consent Decree.

14 6.7 Nothing in this Consent Decree shall be construed as to limit or bar any
15 governmental entity or consumer from pursuing other available remedies against Defendant.

16 6.8 Under no circumstances shall this Consent Decree or the name of the State of
17 Washington, the Office of the Attorney General, Consumer Protection Division, or any of their
18 employees or representatives be used by any Defendant named in the Complaint in connection
19 with any selling, advertising, or promotion of products or services, or as an endorsement or
20 approval of Defendant' acts, practices or conduct of business.

21 VII. DISMISSAL AND WAIVER OF CLAIMS

22 7.1 Upon entry of this Consent Decree, the State releases Defendant from any and all
23 claims and causes of action, whether known or unknown, that occurred prior to the effective date
24 of this Consent Decree and which directly pertain to the matters covered in this Consent Decree
25 and Complaint. Nothing in this section shall be construed as a limit or bar to any other
26 government entity or consumer from pursuing available claims or remedies against Defendant.

1
2
3
4 DONE IN OPEN COURT this ____ day of 1/14, 2015.

5
6 N Broadrum - b
7 JUDGE/COMMISSIONER

8
9 ROBERT W. FERGUSON
Attorney General

10 M Worthy

11 MARC WORTHY, WSBA #29750
12 BENJAMIN ROESCH, WSBA #39960
13 Assistant Attorneys General
14 Attorneys for Plaintiff

15 KK

16 CORPORATIONS FOR CHARACTER
17 Defendant

18
19 CORPORATIONS FOR CHARACTER

20 By: [Signature]

21 Date: 1-8-15

22 RUSSELL D. HARRIS, Attorney at Law
23 Law Offices of Russell D. Harris
24 5282 South Commerce Dr. No. D292
25 Murray, UT 84107
26