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7 **STATE OF WASHINGTON**
8 **KING COUNTY SUPERIOR COURT**

9 STATE OF WASHINGTON,

10 Plaintiff,

11 v.

12 HEALING HEROES NETWORK, a
13 Florida nonprofit corporation d/b/a
14 INJURED AMERICAN VETERANS
15 FOUNDATION, AMERICAN INJURED
16 VETERANS FOUNDATION,
17 WELCOME HOME HEROES, and
18 HERO GIVEAWAYS; HERO
19 GIVEAWAYS, LLC, a Florida limited
20 liability company; STACEY JILL
21 SPIEGEL; NEAL AARON SPIEGEL;
22 and ALLAN MARK SPIEGEL,

23 Defendants.

NO. 18-2-17976-9 SEA

CONSENT DECREE

[CLERK'S ACTION REQUIRED]

24 **JUDGMENT SUMMARY**

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| 25 | 1. Judgment Creditor: | State of Washington |
| 26 | 2. Attorneys for Judgment Creditor: | Craig J. Rader, WSBA#50300
Ben J. Brysacz, WSBA#54683
Assistant Attorneys General |
| | 3. Judgment Debtor: | Healing Heroes Network, Inc. |
| | 4. Attorneys for Judgment Debtor: | Wilhelm Dingler, WSBA#13474
Matt Adamson, WSBA#31731
Steven A. Nisbet, <i>pro hac vice</i>
Florida Bar No. 969000
Justin R. Zinzow, <i>Pro Hac Vice</i>
Florida Bar No. 686451 |
| | 5. Principal Judgment Amount: | \$95,000.00 |
| | 6. Attorneys' Fees/ Expenses: | \$0.00 / \$0.00 |
| | 7. Post Judgment Interest Rate: | 12 percent (12%) per annum |

I. RECITATIONS

1.1 Plaintiff State of Washington (Washington), having conducted an investigation and commenced this action pursuant to RCW 19.86, the Consumer Protection Act (CPA), RCW 19.09, the Charitable Solicitations Act (CSA), and RCW 19.170, the Promotional Advertising of Prizes Act (PAPA); and

1.2 Defendant Healing Heroes Network, Inc. a Florida Nonprofit Corporation d/b/a/ Injured American Veterans Foundation, American Injured Veterans Foundation, Welcome Home Heroes, and Hero Giveaways, LLC, Stacey Jill Siegel, Neal Aaron Spiegel, and Allan Mark Spiegel (collectively, Defendants), having been served with the Summons and Complaint or having waived service; and Washington, appearing by and through its attorneys, Robert Ferguson, Attorney General, Craig Rader, Assistant Attorney General, and Ben J. Brysacz, Assistant Attorney General; and Defendants, appearing by and through its attorneys Wilhelm Dingler, Matt Adamson, Steven A. Nisbet, Justin R. Zinzow; and

1.3 Washington and Defendants having agreed on a basis for the settlement of the matters alleged in the Complaint and to the entry of this Consent Decree against Defendants without the need for trial or adjudication of any issue of law or fact; and

1.4 Defendants, by entering into this Consent Decree, do not admit the allegations of the Complaint other than those solely as necessary to establish the jurisdiction of this Court; and

1.5 Washington and Defendants (collectively, "Settling Parties") agree this Consent Decree does not constitute evidence or an admission regarding the existence or non-existence of any issue, fact, or violation of any law alleged by Washington; and

1.6 Defendants recognize and state this Consent Decree is entered into voluntarily and that no promises, representations, or threats have been made by the Attorney General's Office or any member, officer, agent, or representative thereof to induce them to enter into this Consent Decree, except for the promises and representations provided herein; and

1 1.7 Defendants waive any right they may have to appeal from this Consent Decree or
2 to otherwise contest the validity of this Consent Decree; and

3 1.8 Defendants further agree this Court shall retain jurisdiction of this action and
4 jurisdiction over Defendants for the purpose of implementing and enforcing the terms and
5 conditions of this Consent Decree and for all other purposes related to this matter; and

6 The Court, finding no just reason for delay;

7 NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, AND DECREED as
8 follows:

9 **II. GENERAL**

10 2.1 This Court has jurisdiction of the subject matter of this action and of the parties.

11 2.2 This Consent Decree or the fact of its entry does not constitute evidence or an
12 admission by any party regarding the existence or non-existence of any issue, fact, or violation
13 of any law alleged by Washington. To the contrary, Defendants have denied and continue to
14 deny any and all wrongdoing of any kind whatsoever and retain, and do not waive, any and all
15 defenses Defendants may have with respect to such matters.

16 2.3 This Consent Decree fully and finally resolves and forever discharges and
17 releases all claims and causes of action under the CPA, CSA, and PAPA that the State of
18 Washington has filed or may in the future file against Defendants arising out of or relating to the
19 facts and matters specifically described in the Complaint, except that Defendants' material
20 failure to comply with this Consent Decree shall permit the Attorney General of Washington to
21 take such further action against Defendants as provided for herein.

22 2.4 The State of Washington dismisses with prejudice its pending action against the
23 Defendants, King County Superior Court No. 18-2-09903-5.

24 **III. INJUNCTIONS**

25 3.1 Healing Heroes Network, a Florida nonprofit corporation, Hero Giveaways, LLC,
26 a Florida limited liability company, together with their officers, agents, servants, and employees,

1 Stacey Jill Spiegel, Neal Aaron Spiegel, and Allan Mark Spiegel, and all those who are in active
2 concert or participation with them and over whom the court has jurisdiction who shall receive
3 actual notice of this order by personal service or otherwise, are HEREBY ENJOINED AND
4 RESTRAINED as follows:

5 A. Healing Heroes Network, Inc. and Hero Giveaways, LLC are permanently
6 restrained and enjoined from engaging, participating, or assisting in the solicitation of charitable
7 contributions or receiving any payment or other financial benefit from solicitations for charitable
8 contributions;

9 B. Healing Heroes Network, Inc., Hero Giveaways LLC, Stacey Jill Spiegel,
10 Neal Aaron Spiegel, and Allan Mark Spiegel, are permanently restrained and enjoined from
11 violating any statute or rule of any of the States of Washington, Florida, Ohio, Maryland,
12 Minnesota, Oregon, Illinois, Virginia, Missouri, New Mexico, and California ("Settling States")
13 relating to: (1) operating a charitable organization, (2) soliciting charitable contributions, or (3)
14 managing or controlling charitable assets; and

15 C. For a period of five (5) years from the effective date, Stacey Jill Spiegel,
16 Neal Aaron Spiegel, and Allan Mark Spiegel, are restrained and enjoined from establishing,
17 operating, controlling, or managing any nonprofit organization that solicits charitable
18 contributions or holds charitable assets, or serving as a fiduciary, or managing, controlling,
19 directing, distributing, or accounting for the use or application of any charitable asset. The terms
20 of this subparagraph 3.1(C) do not prevent Allan Mark Spiegel from serving on the board of a
21 non-profit hospital or medical association.

22 IV. MONETARY PAYMENT

23 4.1 The Defendants, by the Effective Date as defined in Paragraph 4.8 below, shall
24 pay \$95,000 collectively to the States of Washington, Florida, Ohio, Maryland, Oregon, Illinois,
25 Virginia, Missouri, New Mexico, and California by transmitting the \$95,000 to the State of
26 Washington. All money received by the State of Washington under this paragraph shall be paid



1 by the State of Washington to a tax-exempt charitable organization that provides services to
2 veterans of the United States military or to persons presently serving in the United States
3 military. The charitable organization shall be selected jointly by the states of Washington,
4 Florida, Ohio, Maryland, Oregon, Illinois, Virginia, Missouri, New Mexico and California.
5 Pursuant to applicable state law, the Attorney General of the State of Minnesota is not a
6 participant in or with respect to, and has no control over, the relief reflected in this paragraph.

7 4.2 The payment referenced in paragraphs 4.1 shall be made no later than 10 days
8 after the Effective Date by valid check payable to "State of Washington Attorney General's
9 Office," delivered to the Office of the Attorney General, Attention, Margaret Farmer, Litigation
10 Support Manager, 800 Fifth Ave., Suite 2000, Seattle, WA 98104.

11 4.3 **Defendants' failure to timely make the payment as required by this Consent**
12 **Decree, without written agreement by Washington, shall be a material breach of this**
13 **Consent Decree.Liquidated Monetary Relief.** Upon a showing by a Settling State that one or
14 more Defendants has violated any term of this Consent Decree, that party will be liable to the
15 Settling States for liquidated monetary relief in the total amount of \$400,000 (four hundred
16 thousand dollars)¹ a sum whose disposition would then be determined by agreement of the
17 Settling States.

18 A. Before liquidated relief may be sought in any court, the state which
19 claims that a violation has occurred in its state must first send a notice to the party and the party's
20 counsel, Zinzow Law, LLC, requiring the conduct cease and desist and, if applicable, refund of
21 any and all charitable contributions received by the party in violation of this Order, and only if
22 the conduct has not ceased and, if applicable, all such charitable contributions are not refunded
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25 ¹ In the event such liquidated monetary relief is sought, only one of the Settling States, either
26 individually or together with one or more of the other Settling States, may pursue that relief for all the
Settling States.

1 by the deadline stated in the notice, which in no event shall be sooner than twenty (20) days after
2 the notice is received, may the liquidated relief be triggered.

3 B. Notice shall be sent via certified mail, return receipt requested, and shall be
4 deemed received on the date the return receipt card is signed by the party, or if not signed, five
5 (5) business days after the notice's postmark. Notice to Healing Heroes Network, Inc. and Hero
6 Giveaways, LLC shall be sent care of Stacey Spiegel, 3533 Shoreline Circle, Palm Harbor, FL
7 34684. Notice to Zinzow Law shall be sent to the Mailing Address reflected in the most recent
8 Florida Division of Corporations filing for that entity. Notice to Stacey Jill Spiegel or Allan Mark
9 Spiegel shall be sent to 3533 Shoreline Circle, Palm Harbor, FL 34684 and for Neal Aaron
10 Spiegel shall be sent to 2585 Grand Lakeside Drive, Palm Harbor, Florida 34684.

11 C. Notwithstanding the relief described herein, this paragraph shall not
12 foreclose the Settling States from seeking any other lawful remedies for future violations of law,
13 which are not Released Claims.

14 **4.4 Release.**

15 A. Released Claims. Upon Court approval of this Consent Decree, the State
16 of Washington releases and forever discharges Stacey Jill Spiegel, Neal Aaron Spiegel, and
17 Allan Mark Spiegel Healing Heroes Network, Inc., a Florida corporation, and Hero Giveaways,
18 LLC, a Florida limited liability company, and their past and present principals, officers,
19 directors, employees, representatives, agents, affiliates, parents, subsidiaries, operating
20 companies, predecessors, assigns and successors, except for any contractors or consultants that
21 served as commercial fundraisers, professional fundraisers, professional solicitors, or
22 fundraising counsel, (collectively, the "Releasees") from the following: all civil causes of action,
23 claims, restitution, disgorgement, fines, costs, attorney's fees, or penalties that the Washington
24 Attorney General has asserted or could have asserted against the Releasees under the Washington
25 Consumer Protection Act, RCW 19.86, the Washington Charitable Solicitations Act, RCW
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1 19.09, or the Washington Promotional Advertising of Prizes Act, RCW 19.170, the Washington
2 Nonprofit Corporation Act, RCW 24.03, or the Washington Charitable Trust Act, RCW 11.110,
3 or any amendments thereto, or any other applicable state or federal law, resulting from the
4 Covered Conduct up to and including the Effective Date.

5 B. "Covered Conduct" means

- 6 i. Conduct alleged in the complaint filed in this case;
- 7 ii. Making, approving, or authorizing any charitable solicitation,
8 including but not limited to any request that a person either donate money outright or purchase
9 a good or service when it is represented that the purchase or donation will benefit any charitable
10 purpose including but not limited to assistance for military veterans or members of the armed
11 forces;
- 12 iii. Conduct relating to the hiring and supervision of commercial
13 fundraisers, professional fundraisers, professional solicitors, fundraising counsel or the like;
- 14 iv. Conduct relating to the registration and reporting of charitable
15 solicitations and activities to regulatory agencies to the extent any party to this Consent Decree
16 has the authority to enforce such registration and reporting violations;
- 17 v. Communicating to or with or collecting or seeking to collect
18 money from any person who was asked to or did pay money to any of the Settling Parties in
19 response to a charitable solicitation; and
- 20 vi. Any act or omission alleged in Washington's Second Amended
21 Complaint to have been in violation of law.

22 4.5 **Donor Information.** Defendants will exercise reasonable efforts to obtain and
23 forward to the Settling States complete lists of all donors to Healing Heroes Network, Inc.,
24 including names, addresses, telephone numbers, and email addresses. If other information is
25 contained within those donor lists, it shall be provided to the Settling States unredacted. The
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1 Settling States understand that the Defendants are not currently in possession of this information
2 and may not be able to obtain it, but further understand that the Defendants will exercise
3 reasonable efforts to obtain the information from the commercial fundraisers and other parties
4 that may have the information in their possession ("Organization in Possession"). The
5 Defendants and Settling States, for the limited purpose of this Agreement, agree that sending
6 one letter, plus sending one follow up letter or making one follow up call to each such
7 Organization in Possession shall be deemed reasonable efforts. The Defendants agree to provide
8 the Settling States with copies of letters sent pursuant to this paragraph and documents that
9 reflect any follow up communications. In the event the Defendants are unable to obtain donor
10 lists, they consent to and waive any objection they may have to the provision of Healing Heroes
11 Network's donor lists or donor information to the Settling States by any fundraiser or other party
12 that may be in possession of such information.

13 4.6 **Waiver of Privilege.** Healing Heroes Network, Inc. and Hero Giveaways, LLC
14 hereby waive all attorney-client privilege that may apply to their past communications with the
15 Kansas City, Missouri law firm of Copilevitz & Canter, and with its successor, Copilevitz, Lam
16 & Raney, and any of those firm's attorneys, paralegals, legal assistants, or other employees. This
17 waiver is made knowingly and purposely, and includes all communications including without
18 limitation legal advice, and advice and information about commercial fundraisers, direct mail
19 firms, caging operations, and the like.

20 4.7 **No Admission.** The Settling Parties agree that nothing in the Settlement
21 Agreement(s) or this Consent Decree is intended to be and shall not be deemed or construed to
22 be an admission of any liability or wrongdoing by the Defendants. This Consent Decree is made
23 without adjudication of any alleged issue of fact or law and without a finding of liability of any
24 kind.

25 4.8 Effective Date of this Consent Decree shall be the date the last agreement from
26 Washington, Florida, Ohio, Oregon, Illinois, Virginia, Maryland, Minnesota, Missouri, New

1 Mexico, and California is fully executed by both parties and for state specific settlement
2 agreements that are filed in court, the effective date is the date of entry by the court.

3 4.9 Scope. This Consent Decree does not affect the rights of persons not party to this
4 Consent Decree.

5 4.10 Other Orders or Agreements and Compliance with Federal and State Laws.
6 Nothing contained in this Consent Decree and any related Order or Settlement Agreement shall
7 relieve any Releasee of the obligations it maintains under any other Consent Decree, judgment,
8 agreement, assurance, or administrative order relating to charitable solicitation, nor shall it
9 relieve them of their obligations to comply with any state or federal law.

10 V. ENFORCEMENT

11 5.1 Jurisdiction is retained by this Court for the purpose of enabling any party to this
12 Consent Decree to apply to the Court, to the extent permitted herein, for enforcement of
13 compliance with this Consent Decree, to punish violations thereof, or otherwise address the
14 provisions of this Consent Decree.

15 5.2 Nothing in this Consent Decree shall grant any third-party beneficiary or other
16 rights to any person who is not a party to this Consent Decree.

17 5.3 Under no circumstances shall this Consent Decree, or the name of the State of
18 Washington, this Court, the Office of the Attorney General, the Consumer Protection Division,
19 or any of their employees or representatives be used by Defendants or any of their respective
20 owners, members, directors, successors, assigns, transferees, officers, agents, servants,
21 employees, representatives, and all other persons or entities in active concert or participation
22 with Defendants, in connection with any selling, advertising, or promotion of products or
23 services, or as an endorsement or approval of Defendants' acts, practices, or conduct of business.

24 5.4 5.5 The Clerk of the Court is ordered to immediately enter the foregoing
25 Judgment and Consent Decree.
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DONE IN OPEN COURT this ____ day of ~~June, 2020~~ **2021**.

JUDGE/COURT COMMISSIONER

Presented by:

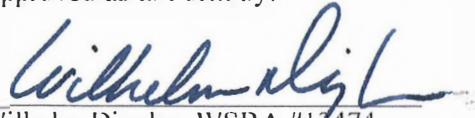
ROBERT W. FERGUSON
Attorney General



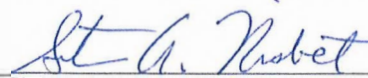
CRAIG J. RADER, WSBA #50300
BEN J. BRYSA CZ, WSBA #54683
Assistant Attorney General
Attorneys for Plaintiff State of
Washington
800 Fifth Avenue, Suite 2000
Seattle, WA 98104
(206) 442-4482

Notice of Presentment Waived and

Approved as to Form by:



Wilhelm Dingler, WSBA #13474
Attorney for Defendants Healing Heroes Network,
a Florida Nonprofit Corporation d/b/a Injured
American Veterans Foundation, American Injured
Veterans Foundation, Welcome Home Heroes, and
Hero Giveaways, Stacey Jill Spiegel, Neal Aaron
Spiegel, and Allan Mark Spiegel



Steven A. Nisbet, Pro Hac Vice
Florida Bar No. 969000
Justin R. Zinzow, Pro Hac Vice
Florida Bar No. 686451



Matthew T. Adamson, WSBA #31731
Attorneys for All Defendants

