

JAN 15 2015

SUPERIOR COURT CLERK

EXP07

**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,
Plaintiff,

v.

AUTISM OUTREACH FOUNDATION,
INC., BRANDIE M. CHRISTIAN a/k/a
Brandie M. Blackford and JOSHUA E.
HANI, husband and wife, as members of a
marital community,
Defendants.

NO. 14-2-24226-3

CONSENT DECREE

[CLERK'S ACTION REQUIRED]

I. JUDGMENT SUMMARY

- | | | |
|-----|---------------------------------|---|
| 1.1 | Judgment Creditor: | State of Washington |
| 1.2 | Judgment Debtors: | Autism Outreach Foundation, Inc.,
Brandie M. Christian, Joshua E. Hani, and
the marital community thereof |
| 1.3 | Judgment Amount: | \$35,000 (of which a civil penalty of
\$30,000 shall be suspended as described
below). |
| 1.4 | Post Judgment Interest Rate: | 12 percent per annum |
| 1.5 | Attorney for Judgment Creditor: | Sarah A. Shifley
Assistant Attorney General |
| 1.6 | Attorney for Judgment Debtor: | Russell B. Mead
Allen & Mead PLLC |

1 1.7 Plaintiff, State of Washington, commenced this action pursuant to the
2 Charitable Solicitations Act, RCW 19.09 and the Consumer Protection Act, RCW 19.86.
3 Defendants, Autism Outreach Foundation, Inc., Brandie Christian, and Joshua Hani, accepted
4 service of a Summons and Complaint in this matter.

5 1.8 Plaintiff appears by and through its attorneys, Robert W. Ferguson, Attorney
6 General, and Sarah A. Shifley, Assistant Attorney General. Defendants appear by and through
7 their attorney, Russell B. Mead of Allen & Mead PLLC.

8 1.9 Plaintiff and Defendants agree to entry of this Consent Decree resolving the
9 matters alleged in the Complaint without the need for trial or adjudication of any issue of law
10 or fact.

11 1.10 Defendants recognize and state that this Consent Decree is entered into
12 voluntarily and that no promises or threats have been made by the Attorney General's Office or
13 any member, officer, agent, or representative thereof to induce Defendants to enter into this
14 Consent Decree, except as provided herein.

15 1.11 Defendants waive any right they may have to appeal from this Consent Decree.

16 1.12 Defendants further agree that they will not oppose the entry of this Consent
17 Decree on the grounds the Consent Decree fails to comply with Rule 65(d) of the Rules of
18 Civil Procedure, and hereby waive any objections based thereon.

19 1.13 This Court has jurisdiction of the subject matter of this action of the parties.
20 Plaintiff's Complaint in this matter states claims upon which relief may be granted under the
21 provisions of the Consumer Protection Act, RCW 19.86, and Charitable Solicitations Act,
22 RCW 19.09.

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24 **The Court finds no just reason for delay; NOW, THEREFORE, it is hereby**
25 **ORDERED, ADJUDGED, AND DECREED as follows:**
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II. INJUNCTIONS

2.1 The injunctive provisions of this Consent Decree shall apply to Defendants and Defendants' successors, relatives, assigns, officers, agents, servants, employees, representatives, and all other persons or entities in active concert or participation with Defendants.

2.2 Defendants and their successors, relatives, assigns, transferees, officers, agents, servants, employees, representatives, and all other persons or entities in active concert or participation with Defendants, are hereby permanently enjoined and restrained from directly or indirectly engaging in the following acts or practices in or from the state of Washington:

- a. Defendants Joshua Hani and Brandie Christian are permanently enjoined from forming any charitable organization in Washington or any organization which solicits contributions in Washington;
- b. Defendants Joshua Hani and Brandie Christian are permanently enjoined from soliciting in Washington on behalf of any charitable organization (as defined by RCW 19.09.020(2)) or for a cause that the public could reasonably understand to be charitable or for public benefit and/or community service oriented in nature, either directly or through a commercial fundraiser (as defined by RCW 19.09.020(5));
- c. Defendants Joshua Hani and Brandie Christian are permanently enjoined from serving as officers, directors, board members, managers, employees, or in any fiduciary capacity for and from having any involvement in the financial or charitable solicitation operations of any charitable organization that is located, has operations, or solicits charitable contributions in Washington;

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- d. Defendants Joshua Hani and Brandie Christian are permanently enjoined from forming any commercial fundraiser (as defined by RCW 19.09.020(5)) and/or from submitting an application for commercial fundraiser registration to the Secretary of State Charities Program for any entities they are involved with or will become involved with in the future;
- e. Defendants Joshua Hani and Brandie Christian are permanently enjoined from serving as directors, officers, executives, managers, employees, in any fiduciary capacity for, and from having any involvement in the financial or charitable solicitation operations of any commercial fundraiser that is located, has operations, or solicits charitable contributions in Washington;
- f. Defendants Joshua Hani and Brandie Christian are permanently enjoined from serving as fund-raising counsel or consultant (as defined by RCW 19.09.020(10)) in Washington and from serving as directors, officers, executives, managers, employees, in any fiduciary capacity for, and from having any involvement in the financial or charitable solicitation operations of any fundraising counsel or consultant that is located or has operations in Washington;
- g. Defendants shall submit closing paperwork to the Washington Secretary of State's Office within ninety (90) days of the entry of this Consent Decree that dissolves the Washington non-profit corporations Autism Outreach Foundation and Washington Children's Hope Foundation; and,
- h. Defendants shall submit closing paperwork to the Washington Secretary of State's Office within ninety (90) business days of the entry of this Stipulated Judgment that closes Autism Outreach Foundation's and Washington Children's

1 Hope Foundation's registration with the Washington Secretary of State
2 Charities Program.

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4 **III. PAYMENT**

5 3.1 Defendants shall pay a total of \$5,000 to the Attorney General. This payment
6 shall be used by the Attorney General for recovery of its costs and attorneys' fees in
7 investigating this matter, or for any lawful purpose in the discharge of the Attorney General's
8 duties at the discretion of the Attorney General.

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10 3.2 Payment shall be made in installments, commencing on the first day of the first
11 month following entry of this Consent Decree. Installments shall be in the amount of \$100 per
12 month for fifty (50) months. All payments owing under this Consent Decree shall be due and
13 must be received on the first day of the month, or if the first day of the month falls on a
14 weekend or legal holiday, the first business day thereafter. All payments shall be made in full
15 and on time, unless otherwise agreed in writing by the Attorney General. If Defendants fail to
16 make a payment in full and on time, interest shall begin to accrue on the then unpaid balance at
17 the rate of twelve percent (12%).

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19 3.3 Defendants shall be liable to the Attorney General for an additional \$30,000
20 civil penalty pursuant to RCW 19.86.140, payment of which shall be suspended upon
21 Defendants' full and continuing compliance with the injunctive provisions described above.

22 3.4 All payments made pursuant to this Consent Decree shall be in the form of a
23 valid check paid to the order of the Attorney General of Washington and shall be mailed to the
24 Office of the Attorney General, Attention: Cynthia Lockridge, Administrative Office Manager,
25 800 Fifth Ave., Suite 2000, Seattle, Washington 98104-3188.
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1 **IV. ENFORCEMENT**

2 4.1 This Consent Decree is entered pursuant to RCW 19.86.080. Jurisdiction is
3 retained for the purpose of enabling any party to this Consent Decree with or without the prior
4 consent of the other party to apply to the Court at any time for enforcement of compliance with
5 this Consent Decree, to punish violations thereof, or to modify, clarify, or declare rights under this
6 Consent Decree.

7 4.2 Violation of any term of this Consent Decree shall constitute a violation of the
8 Consumer Protection Act, RCW 19.86.020.

9 4.3 Violation of any of the injunctions contained in this Consent Decree shall subject
10 Defendants to a civil penalty of up to \$25,000 per violation pursuant to RCW 19.86.140.

11 4.4 In any action to enforce the terms of this Consent Decree, the Plaintiff may seek
12 additional remedies, including but not limited to restitution, injunctive relief, civil penalties, in
13 addition to any other remedies permitted by law. The prevailing party may request recovery of
14 costs and attorneys' fees to the extent provided by law.

15 4.5 Representatives of the Office of the Attorney General are permitted to access,
16 inspect, and/or copy all business records or documents under control of Defendants in order to
17 monitor compliance with this Consent Decree after ten (10) business days' written notice to
18 Defendants, provided that the inspection and copying shall be done in such a way as to avoid
19 disruption of Defendants' business activities. Failure to comply with this section will subject
20 Defendants to a minimum civil penalty of \$2,000 per day, for each day, beyond ten (10) days after
21 the written request that the Attorney General is prevented by Defendants from accessing all
22 records as provided by this paragraph

23 4.6 Representatives of the Office of the Attorney General are permitted to question, in
24 person or by written interrogatory, Defendants or any officer, director, agent, employee, or
25 volunteer of Defendants in order to monitor compliance with this Consent Decree after ten (10)
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1 business days' written notice to Defendants, provided that the questioning shall be done in such a
2 way as to avoid disruption of Defendants' business activities. Failure to comply with this section
3 will be considered a violation of the terms of this Consent Decree.

4 4.7 Nothing in this Consent Decree shall be construed as to limit or bar any other
5 governmental entity or consumer from pursuing other available remedies against any of the
6 Defendants.

7 4.8 Under no circumstances shall this Consent Decree or the name of the State of
8 Washington, the Office of the Attorney General, Consumer Protection Division, or any of their
9 employees or representatives be used by Defendants in connection with any selling, advertising,
10 or promotion of products or services or as an endorsement or approval of Defendants' acts,
11 practices, or conduct of business.

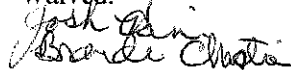
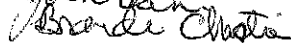
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13 DONE IN OPEN COURT this 15 day of January, 2014.


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16 JUDGE/COURT COMMISSIONER
17 Tom Dreiling *pro tem*
Pro Tem

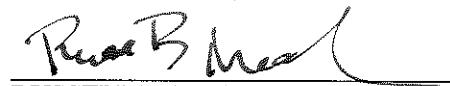
18 Presented by:

19 ROBERT W. FERGUSON
20 Attorney General

Approved for Entry, Notice of Presentation
Waived:

21 
22 SARAH A. SHIFLEY, WSBA #39394
23 Assistant Attorney General
24 Attorneys for the State of Washington


25 RUSSELL B. MEAD, WSBA #29129
26 Allen & Mead PLLC
Attorney for Defendants