

**FILED**  
KING COUNTY, WASHINGTON  
JAN 14 2015  
SUPERIOR COURT CLERK

**EXPO7**

**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,  
  
Defendants.

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: Washington State Lodge Fraternal Order of Police, a/k/a Washington State Fraternal Order of Police and Washington State Fraternal Order of Police Memorial Foundation, a/k/a Washington State Fraternal Order of Police Memorial Fund

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|-----|-----------------------------------|---|
| 1.3 | Costs and Attorneys' Fees         | \$9,000.00  |
| 1.4 | Post Judgment Interest Rate       | 12%   |
| 1.5 | Attorneys for Judgment Creditor:  | Marc Worthy and Benjamin Roesch,<br>Assistant Attorneys General |
| 1.6 | Attorney(s) for Judgment Debtors: | John Ziobro, Telquist Ziobro McMillen<br>PLLC.                  |

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## II. GENERAL

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2.1 Per agreement with Defendants, Washington State Lodge Fraternal Order of Police, a/k/a Washington State Fraternal Order of Police ("WSFOP") and Washington State Fraternal Order of Police Memorial Foundation, a/k/a Washington State Fraternal Order of Police Memorial Fund ("WSFOPMF"), hereinafter collectively referred to as Defendants, 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.

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2.2 Defendants are represented by John Ziobro. The State appears by and through its attorneys Robert W. Ferguson, Attorney General, and Benjamin Roesch and Marc Worthy, Assistant Attorneys General.

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2.3 Defendants 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 Defendants without the need for trial or adjudication of any issue of law or fact.

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2.4 Defendants, by entering into this Consent Decree, do not admit the allegations of the Complaint.

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2.5 Defendants understand and agree 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.

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



1 Consent Decree on or before the third business day after the Effective Date of this Consent  
2 Decree.

3 4.3 Defendants and their owners, officers, directors, employees, servants, transferees,  
4 successors, assigns and all other persons in active concert or participation with Defendants are  
5 enjoined, restrained, and prevented from directly or indirectly engaging in the following acts or  
6 practices within the state of Washington, and shall comply with the following provisions:

- 7 a. Contracting with commercial fundraisers who, while soliciting  
8 Washington residents and failing to clearly and conspicuously identify  
9 that the fundraiser is an employee of a commercial fundraiser as  
10 required by RCW 19.09.100(2), and failing to ensure that any  
11 commercial fundraiser(s) with which it contracts makes the disclosure  
12 required by RCW 19.09.100(2).
- 13 b. Distributing written solicitation material that which fails to clearly and  
14 conspicuously disclose the name of the solicitor and/or charity and the  
15 city where the charity is located, as required by RCW 19.09.100(1)(b).
- 16 c. Engaging in any electronic solicitation, including through a website, that  
17 fails to clearly and conspicuously disclose that the registration required  
18 by the Charitable Solicitations Act is on file with the Secretary of State's  
19 Office and/or the potential donor can obtain additional financial and  
20 other information at a published number or website for office of the  
21 secretary, as required by RCW 19.09.100(4).
- 22 d. Using a recorded solicitations that do not allow consumers to request  
23 that they be removed from the calling list or that they not be called  
24 again. Defendants are also permanently enjoined from entering in to a  
25 contract with any commercial fundraiser that uses recorded solicitations  
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1 that do not allow consumers to be removed from the calling list or not  
2 called again are authorized.

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4 **V. ATTORNEYS FEES**

5 5.1 Pursuant to RCW 19.86.080, Defendant agrees to pay costs and fees incurred in  
6 pursuing this matter in the amount of \$9,000.00. The costs and fees, in the amount of  
7 \$9,000.00, are to be paid in full at the time of signing this Consent Decree. The payment shall  
8 be made by cashier's check, made payable to the Washington State Attorney General's Office,  
9 and shall be delivered along with the signed Consent Decree to the Office of the Attorney  
10 General, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104-3188, attention: Cynthia  
11 Lockridge.

12 **VI. ENFORCEMENT**

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

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

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

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

25 6.5 Upon 14 days' written notice or as otherwise agreed to by the parties, Defendants  
26 shall provide the State with copies of any business records the State deems necessary in order to

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

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

16           6.7 Nothing in this Consent Decree shall be construed as to limit or bar any  
17 governmental entity or consumer from pursuing other available remedies against Defendants.

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

## 23                                   **VII. DISMISSAL AND WAIVER OF CLAIMS**

24           7.1 Upon entry of this Consent Decree, the State releases Defendants from any and all  
25 claims and causes of action, whether known or unknown, that occurred prior to the effective date  
26 of this Consent Decree and which directly pertain to the matters covered in this Consent Decree

1 and Complaint. Nothing in this section shall be construed as a limit or bar to any other  
2 government entity or consumer from pursuing available claims or remedies against Defendants.  
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4 DONE IN OPEN COURT this \_\_\_\_\_ day of 7/14, 2015.

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7 *Bradley - J*  
8 JUDGE

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10 ROBERT W. FERGUSON  
11 Attorney General

12 *Marc Worthy*  
13 MARC WORTHY, WSBA #29750  
14 BENJAMIN ROESCH, WSBA #39960  
15 Assistant Attorneys General  
16 Attorneys for Plaintiff

17 For Washington State Lodge Fraternal Order of Police and Washington State Fraternal Order of  
18 Police Memorial Foundation

19 By: *John Ziobro* Date: 12-23-14

20 John Ziobro  
21 Telquist Ziobro McMillen PLLC  
22 1333 Columbia Park Trail Suite 110  
23 Richland, WA 99352