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**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

JOHNNY T. STINE, an individual; and
NORTH COAST BIOLOGICS, LLC, a
limited liability company,

Defendants.

NO. 20-2-09935-0 SEA

CONSENT DECREE

[CLERK’S ACTION REQUIRED]

I. JUDGMENT SUMMARY

- 1.1 Judgment Creditor State of Washington
- 1.2 Judgment Debtors Johnny T. Stine, North Coast Biologics, LLC
- 1.3 Principal Judgment Amount \$38,500 and restitution pursuant to paragraphs 4.1 through 4.6, below
- 1.4 Post Judgment Interest Rate: 12 percent per annum
- 1.5 Attorneys for Judgment Creditor: Audrey L. Udashen Assistant Attorneys General
- 1.6 Plaintiff State of Washington (State) conducted an investigation and commenced this action pursuant to the Consumer Protection Act (CPA), RCW 19.86.

1 1.7 Defendants Johnny T. Stine and North Coast Biologics, LLC were served with a
2 Summons and Complaint in this matter.

3 1.8 The State of Washington appears by and through its attorneys, Robert W.
4 Ferguson, Attorney General, and Audrey L. Udashen, Assistant Attorney General.

5 1.9 The State and Defendants agree on a basis for the settlement of the matters alleged
6 in the Complaint and to the entry of this Consent Decree against Defendants without the need
7 for trial or adjudication of any issue of law or fact.

8 1.10 Defendants recognize and state that this Consent Decree is entered into
9 voluntarily and that no promises, representations, or threats have been made by the Attorney
10 General's Office or any member, officer, agent, or representative thereof to induce Defendants
11 to enter into this Consent Decree, except as provided herein.

12 1.11 Defendants waive any right to appeal from this Consent Decree or to otherwise
13 contest the validity of this Consent Decree.

14 1.12 Defendants further agree this Court has and shall retain jurisdiction of this action
15 and jurisdiction over Defendants for the purpose of implementing and enforcing the terms and
16 conditions of this Consent Decree and for all other purposes related to this matter.

17 The Court finds no just reason for delay.

18 NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, AND DECREED as
19 follows:

20 **II. GENERAL**

21 2.1 This Court has jurisdiction over the subject matter of this action and over the
22 parties. The State's Complaint in this matter states claims upon which relief may be granted
23 under the provisions of the CPA, RCW 19.86.

24 2.2 This Consent Decree or the fact of its entry does not constitute evidence or an
25 admission by any party regarding the existence or non-existence of any issue, fact, or violation
26 of any law alleged by the State.

1 without first subjecting the product to rigorous testing as to the product's efficacy and safety for
2 use. Defendants' testing shall adhere to procedures and methods that experts in the development
3 of the product in question would consider reasonable.

4 **IV. RESTITUTION**

5 4.1 Pursuant to RCW 19.86.080, Defendants shall take the following steps to make
6 restitution to consumers:

7 4.2 Within thirty (30) days of the entry of this Consent Decree, Defendants shall
8 identify to the State all consumers to whom they provided or administered the substance they
9 marketed as a vaccine to prevent COVID-19. For each consumer to whom they provided or
10 administered the vaccine, Defendants shall identify the following:

11 4.2.1 The consumer's name;

12 4.2.2 Amount paid by or on behalf of the consumer; and

13 4.2.3 All contact information in Defendants' possession for the consumer,
14 including but not limited to phone number(s), email address(es), home address, and mailing
15 address.

16 4.3 The State shall notify all consumers identified by Defendants that they may
17 request a refund of the amounts paid to Defendants; the notice shall inform the consumers the
18 means and timeline by which they can request a refund.

19 4.4 Ninety (90) days after the transmission of the notice set forth in paragraph 4.3 to
20 all consumers identified by Defendants pursuant to paragraph 4.2, the State shall identify to
21 Defendants the number of consumers who requested refunds of the amounts they paid to
22 Defendants, along with the amount each consumer indicated that they paid Defendants for the
23 product Defendants marketed as a vaccine to prevent COVID-19.

24 4.5 Within thirty (30) days of receipt of the information described in paragraph 4.4,
25 Defendants shall transmit to the State a sum equal to the aggregate amount paid by the consumers
26 identified by the State pursuant to paragraph 4.4. Payment shall be made by a valid check payable

1 to “Attorney General - State of Washington” delivered to the Office of the Attorney General,
2 Attention, Margaret Farmer, Litigation Support Manager, 800 Fifth Ave., Suite 2000, Seattle,
3 WA 98104.

4 4.6 Within sixty (60) days of receipt of Defendants’ payment in full of the aggregate
5 amount paid by consumers for the product Defendants marketed as a vaccine to prevent COVID-
6 19, the State shall transmit to each consumer who requested a refund pursuant to paragraphs 4.3
7 and 4.4 a payment in the amount the consumer identified as paid to Defendants. If any payment
8 is returned as undeliverable or is not redeemed within six (6) months or issuance, the State shall
9 retain the funds as recovery of its cost and fees in pursuing this matter.

10 **V. MONETARY PAYMENT**

11 5.1 Pursuant to RCW 19.86.080, Defendants shall pay the State the amount of
12 \$38,500. The Attorney General shall use the funds for recovery of its costs and attorneys’ fees in
13 investigating this matter, future monitoring and enforcement of this Consent Decree, future
14 enforcement of RCW 19.86, or for any lawful purpose in the discharge of the Attorney General’s
15 duties at the sole discretion of the Attorney General.

16 5.2 \$30,000 of the amount provided for in paragraph 5.1 shall be suspended as to
17 Defendants so long as Defendants are in compliance with all provisions of this Consent Decree.
18 Should Defendants violate any provision of this Consent Decree, the suspended amount shall be
19 immediately due and owing to the State. If Defendants’ statements regarding their financial
20 condition prove to be knowingly false, misleading, or materially incomplete, or if Defendants
21 withhold any relevant documents, records, or other evidence of their financial condition, any
22 payment amount suspended pursuant to this agreement shall become immediately due and owing
23 to the State.

24 5.3 The payment referenced in paragraphs 5.1 and 5.2 above shall be made no later
25 than 30 days following entry of this Consent Decree by valid check payable to “Attorney General
26

1 - State of Washington” delivered to the Office of the Attorney General, Attention, Margaret
2 Farmer, Litigation Support Manager, 800 Fifth Ave., Suite 2000, Seattle, WA 98104.

3 5.4 Defendants’ failure to timely make payment as required by this Consent Decree
4 shall be a material breach of this Consent Decree.

5 VI. ENFORCEMENT

6 6.1 Defendants shall be in full compliance with all requirements and obligations this
7 Consent Decree imposes on Defendants by the date of entry of this Consent Decree, except as
8 otherwise indicated herein.

9 6.2 Violation of any of the terms of this Consent Decree, as determined by the Court,
10 shall constitute a violation of the Consumer Protection Act, 19.86.020.

11 6.3 Violation of any of the injunctions contained in this Consent Decree, as
12 determined by the Court, shall subject Defendants to a civil penalty of up to \$25,000 per violation
13 pursuant to RCW 19.86.140, restitution, injunctive relief, attorneys’ fees, costs, and such other
14 remedies as the Court may deem appropriate. In any successful action to enforce this Consent
15 Decree against Defendants, Defendants shall bear Washington’s reasonable costs, including
16 reasonable attorneys’ fees.

17 6.4 Jurisdiction is retained for the purpose of enabling any party to this Consent
18 Decree to apply to the Court for enforcement of compliance with this Consent Decree, to punish
19 violations thereof, or to modify or clarify this Consent Decree.

20 6.5 Representatives of the Office of the Attorney General shall be permitted, upon
21 advance written notice of twenty (20) days to Defendant, to access, inspect, and/or copy non-
22 privileged business records or documents in possession, custody, or under control of Defendants
23 to monitor compliance with this Consent Decree; provided that the inspection and copying shall
24 avoid unreasonable disruption of Defendants’ business activities.

25 6.6 To monitor compliance with this Consent Decree, the State shall be permitted to
26 serve interrogatories pursuant to the provisions of CR 26 and CR 33 and to question Defendants

1 or any of their successors, assigns, employees, contractors, representatives, or any other others
2 acting in concert or active participation with Defendants by deposition pursuant to the provisions
3 of CR 26 and CR 30 provided that the State attempts in good faith to schedule the deposition at
4 a time convenient for the deponent and his or her legal counsel.

5 6.7 This Consent Decree in no way limits the Office of the Attorney General, or any
6 other state agency, from conducting any lawful non-public investigation to monitor Defendants'
7 compliance with this Consent Decree or to investigate other alleged violations of the CPA, which
8 may include but is not limited to interviewing customers or former employees of Defendants.

9 6.8 Nothing in this Consent Decree shall grant any third-party beneficiary or other
10 rights to any person who is not a party to this Consent Decree.

11 6.9 Nothing in this Consent Decree shall be construed to limit or bar any other
12 governmental entity or person from pursuing other available remedies against Defendants or any
13 other person.

14 6.10 Under no circumstances shall this Consent Decree, or the name of the State of
15 Washington, the Office of the Attorney General, the Consumer Protection Division, or any of
16 their employees or representatives be used by Defendants or any of their successors, assigns,
17 employees, contractors, representatives, or any others acting in concert or active participation
18 with Defendants, in connection with any selling, advertising, or promotion of products or
19 services, or as an endorsement or approval of Defendants' acts, practices, or conduct of business.

20 6.11 This Consent Decree shall be binding upon Defendants' successors and assigns.

21 6.12 Any notice or other communication required or permitted under this Consent
22 Decree shall be in writing and delivered to the following persons or any person subsequently
23 designated by the parties:

24 For the State of Washington:

25 Office of the Attorney General
26 Consumer Protection Division

1 Attention: Audrey Udashen, AAG
2 800 Fifth Avenue, Suite 2000
3 Seattle, WA 98104-3188

4 For the Defendants:

5 Johnny Stine
6 500 Yale Ave N
7 Seattle, WA 98109

8 6.13 The Clerk of the Court is ordered to immediately enter the foregoing Judgment
9 and Consent Decree.

10 DONE IN OPEN COURT this day of _____, 2020.

11 _____
12 JUDGE/COURT COMMISSIONER

13 Presented by:

14 ROBERT W. FERGUSON
15 Attorney General

16 */s Audrey Udashen*

17 _____
18 AUDREY L. UDASHEN, WSBA #42868
19 Assistant Attorney General
20 Attorneys for Plaintiff State of Washington

21 Notice of Presentment Waived and
22 Approved as to Form by:

23 _____
24 JOHNNY T. STINE
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