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**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

POST HIT, LLC d/b/a HEALTH
INSURANCE TEAM LLC

Defendant.

NO. 20-2-15292-7

CONSENT DECREE

[CLERK'S ACTION REQUIRED]

I. JUDGMENT SUMMARY

- | | | |
|-----|--|---|
| 1.1 | Judgment Creditor | State of Washington |
| 1.2 | Judgment Debtor | Post HIT, LLC d/b/a
Health Insurance Team LLC |
| 1.3 | Principal Judgment Amount | \$50,000 |
| 1.4 | Post Judgment Interest Rate: | 12 percent per annum |
| 1.5 | Attorneys for Judgment Creditor: | Will O'Connor
Audrey L. Udashen
Assistant Attorneys General |
| 1.6 | Attorney for Judgment Debtor: | Jessica Creager
Seattle Litigation Group, PLLC |
| 1.7 | Plaintiff State of Washington (State) conducted an investigation and commenced | |

this action pursuant to the Consumer Protection Act (CPA), RCW 19.86.

1 1.8 Defendant Post HIT, LLC d/b/a Health Insurance Team LLC was served with a
2 Summons and Complaint in this matter.

3 1.9 The State of Washington appears by and through its attorneys, Robert W.
4 Ferguson, Attorney General, and Will O'Connor and Audrey L. Udashen, Assistant Attorneys
5 General.

6 1.10 Defendant appears by and through its attorney, Jessica Creager, Seattle Litigation
7 Group, PLLC.

8 1.11 The State and Defendant agree on a basis for the settlement of the matters alleged
9 in the Complaint and to the entry of this Consent Decree against Defendant without the need for
10 trial or adjudication of any issue of law or fact.

11 1.12 Defendant recognizes and states that this Consent Decree is entered into
12 voluntarily and that no promises, representations, or threats have been made by the Attorney
13 General's Office or any member, officer, agent, or representative thereof to induce Defendant to
14 enter into this Consent Decree, except as provided herein.

15 1.13 Defendant waives any right it may have to appeal from this Consent Decree or to
16 otherwise contest the validity of this Consent Decree.

17 1.14 Defendant further agrees this Court has and shall retain jurisdiction of this action
18 and jurisdiction over Defendant for the purpose of implementing and enforcing the terms and
19 conditions of this Consent Decree and for all other purposes related to this matter.

20 The Court finds no just reason for delay.

21 NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, AND DECREED as
22 follows:

23 **II. GENERAL**

24 2.1 This Court has jurisdiction over the subject matter of this action and over the
25 parties. The Plaintiff's Complaint in this matter states claims upon which relief may be granted
26 under the provisions of the CPA, RCW 19.86.

1 Washington Health Benefit Exchange, or that it is associated or affiliated with these entities
2 except as provided herein. Prohibited representations include, but are not limited to:

3 (a) Displaying any insignia, logo, or other image or symbol associated with
4 Washington Healthplanfinder or the Washington Health Benefit
5 Exchange, unless Defendant's use of the insignia, logo, or other image or
6 symbol is expressly authorized in writing by Washington
7 Healthplanfinder or the Washington Health Benefit Exchange;

8 (b) Incorporating any visual or other characteristic that mimics or imitates
9 websites associated with Washington Healthplanfinder or the Washington
10 Health Benefit Exchange. This provision does not prevent Defendant's
11 use of third-party logos or affiliations unrelated to Washington
12 Healthplanfinder or the Washington Health Benefit Exchange which
13 Defendant has been authorized by the relevant third party to use; or

14 (c) Including links to the websites of Washington Healthplanfinder, the
15 Washington Health Benefit Exchange, or Apple Health without
16 prominently disclosing that the link will redirect the consumer from
17 Defendant's website to the corresponding entity's website.

18 3.3.2 Defendant shall not represent, directly or by implication or omission,
19 through its website or by any other means, that it is a partner of Washington Healthplanfinder or
20 the Washington Health Benefit Exchange, with the following exceptions:

21 (a) As long as Defendant remains in good standing with the Washington
22 Health Benefit Exchange and such representations are accurate and
23 truthful, Defendant may represent that it is a certified or registered
24 producer or broker with Washington Healthplanfinder, licensed to sell
25 health insurance plans offered by the Washington Health Benefit
26 Exchange.

1 (b) Defendant may make other representations regarding Defendant's
2 relationship with Washington Healthplanfinder and the Washington
3 Health Benefit Exchange only upon the express authorization of the
4 Washington Health Benefit Exchange.

5 3.3.3 Defendant shall clearly and conspicuously disclose to the public its
6 ownership of any website it registers, operates, or otherwise controls. Such disclosure shall be
7 made on the website itself.

8 3.3.4 Defendant shall clearly and conspicuously disclose to the public the
9 nature of the services it provides to consumers on any website it registers, operates, or otherwise
10 controls.

11 3.3.5 Defendant shall not register, operate, or otherwise control any internet
12 domain name that could give consumers the impression that Defendant's website is affiliated
13 with Washington Healthplanfinder, Washington Health Benefit Exchange, or any other state or
14 local government or quasi-governmental entity. This provision does not apply to domain names
15 that Defendant may register, operate, or control in the future if, at the time Defendant registers,
16 operates, or controls the domain name, the domain name is not deceptively similar to a product,
17 service, or initiative that has been publicly announced by Washington Health Benefit Exchange.

18 3.3.6 Within seven (7) days of the execution of this Consent Decree and no later
19 than October 31, 2020 in the event this Consent Decree is executed within seven (7) days of that
20 date, Defendant shall deactivate all internet domain names that are currently registered, operated,
21 or otherwise controlled by Defendant that incorporate the phrases "healthplanfinder,"
22 "healthbenefitexchange," or any other phrase that could give consumers the impression that
23 Defendant's website is affiliated with Washington Healthplanfinder, Washington Benefit
24 Exchange, or any other state or local government or quasi-governmental entity. For purposes of
25 this provision, "deactivate" means to render the domain name inoperable and inaccessible,
26

1 including but not limited to not directing or redirecting Washington consumers to an alternative
2 active website.

3 3.3.7 Within sixty (60) days of the execution of this Consent Decree, Defendant
4 shall provide written notice to the Washington Health Benefit Exchange of its intent to relinquish
5 its ownership and registration of all domain names currently registered by Defendant that
6 incorporate the phrases “healthplanfinder” or “healthbenefitexchange,” and shall offer to transfer
7 such domain names, at no cost, to the Washington Health Benefit Exchange. Defendant shall
8 coordinate with Leah Hole-Marshall, General Counsel at the Washington Health Benefit
9 Exchange, leah.hole-marshall@wahbexchange.org, (360) 688-7805, regarding the notice and any
10 domain name transfer.

11 3.3.8 Defendant shall provide a copy of its written notice to the Washington
12 Health Benefit Exchange, as described in Paragraph 3.3.7, to the Attorney General’s Office.

13 3.3.9 If the Washington Health Benefit Exchange requests that Defendant
14 transfer any domain name as described above, Defendant shall make such transfer within thirty
15 (30) days of the Washington Health Benefit Exchange’s request. Defendant shall provide written
16 notice to the Attorney General’s Office upon completion of any such transfer within one week
17 of the transfer.

18 IV. MONETARY PAYMENT

19 4.1 Pursuant to RCW 19.86.080, Defendant shall pay the State **\$50,000** for costs and
20 reasonable attorney’s fees incurred by Washington in pursuing this matter, for monitoring and
21 potential enforcement of this Consent Decree, for future enforcement of RCW 19.86, or for any
22 lawful purpose in the discharge of the Attorney General’s duties at the sole discretion of the
23 Attorney General.

24 4.2 The payment referenced in paragraphs 4.1 shall be made no later than 14 days
25 following entry of this Consent Decree by valid check payable to “Attorney General - State of
26

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

3 4.3 Defendant’s failure to timely make payment as required by this Consent
4 Decree shall be a material breach of this Consent Decree.

5 V. ENFORCEMENT

6 5.1 Defendant shall be in full compliance with all requirements and obligations this
7 Consent Decree imposes on Defendant by the date of entry of this Consent Decree, except as
8 otherwise indicated herein.

9 5.2 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 5.3 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, attorney’s fees, costs, and such other
14 remedies as the Court may deem appropriate. In any successful action to enforce this Consent
15 Decree against Defendant, Defendant shall bear Washington’s reasonable costs, including
16 reasonable attorneys’ fees.

17 5.4 Jurisdiction is retained by this Court for the purpose of enabling any party to this
18 Consent Decree to apply to the Court for enforcement of compliance with this Consent Decree,
19 to punish violations thereof, or to modify or clarify this Consent Decree.

20 5.5 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 Defendant
23 to monitor compliance with this Consent Decree; provided that the inspection and copying shall
24 avoid unreasonable disruption of Defendant’s business activities.

25 5.6 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 Defendant

1 or any of their successors, assigns, employees, contractors, representatives, or any other others
2 acting in concert or active participation with Defendant 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 Defendant and their legal counsel.

5 5.7 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 Defendant's
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 Defendant.

9 5.8 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 5.9 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 Defendant or any
13 other person.

14 5.10 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 Defendant or any of their successors, assigns,
17 employees, contractors, representatives, or any others acting in concert or active participation
18 with Defendant, in connection with any selling, advertising, or promotion of products or services,
19 or as an endorsement or approval of Defendant's acts, practices, or conduct of business.

20 5.11 This Consent Decree shall be binding upon Defendant's successors and assigns.
21 Defendant and their successors and assigns shall notify the Attorney General's Office at least
22 thirty days prior to any change-in-control of Defendant that would change the identity of the
23 corporate entity responsible for compliance obligations arising under this Consent Decree;
24 including, but not limited to, dissolution, assignment, sale, merger, or other action that would
25 result in the emergence of a successor corporation; the creation or dissolution of a subsidiary,
26 parent, or affiliate that engages in any acts or practices subject to this Order; the proposed filing

1 of a bankruptcy petition; or a change in the corporate name or address. Provided, however, that
2 with respect to any proposed change in the corporation about which Defendant and their
3 successors and assigns learn less than thirty days prior to the date such action is to take place,
4 Defendant and their successors and assigns shall notify the Attorney General's Office as soon as
5 is practicable after obtaining such knowledge.

6 5.12 Any notice or other communication required or permitted under this Consent
7 Decree shall be in writing and delivered to the following persons or any person subsequently
8 designated by the parties:

9 For the State of Washington:

10 Office of the Attorney General
11 Consumer Protection Division
12 Attention: Will O'Connor, AAG
13 800 Fifth Avenue, Suite 2000
14 Seattle, WA 98104-3188

For Defendant:

Jessica Creager
Seattle Litigation Group, PLLC
500 Union Street, Suite 510
Seattle, Washington 98101

15 5.13 The Clerk of the Court is ordered to immediately enter the foregoing Judgment
16 and Consent Decree.

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

18 _____
19 JUDGE/COURT COMMISSIONER

20 Presented by:

21 ROBERT W. FERGUSON
22 Attorney General

23 

24 WILL O'CONNOR, WSBA #52441
25 AUDREY L. UDASHEN, WSBA #42868
26 Assistant Attorneys General
Attorneys for Plaintiff State of Washington

Notice of Presentment Waived and
Approved as to Form by:


JESSICA CREAGER, WSBA#42183
Seattle Litigation Group, PLLC
Attorney for Defendant Post HIT, LLC d/b/a
Health Insurance Team LLC