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KING COUNTY
SUPERIOR COURT

STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON,

Plaintiff,

v.

COMPUVEST CORPORATION, a
Washington for-profit corporation,

Defendant.

06-2-29172-7SEA

NO.

CONSENT DECREE

(CLERK'S ACTION
REQUIRED)

I. JUDGMENT SUMMARY

1.1. Judgment Creditor: State of Washington

1.2. Judgment Debtor: CompuVest Corporation, a Washington for-profit
corporation.

1.3. Principal Judgment Amount: \$ 50,000.00

a. Civil Penalties: \$ 50,000.00 (\$40,000.00 suspended upon
compliance with Sections III and IV of this Consent Decree)

b. Restitution See Section IV

1.4. Costs & Attorneys Fees: \$ 12,290.00

1.5. Total Judgment: \$ 60,290.00 (with \$40,000.00 suspended)

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1 Defendant further agrees that this Court shall retain jurisdiction of this action for the
2 purpose of implementing and enforcing the terms and conditions of the Consent Decree and for all
3 other purposes; and

4 The Court finding no just reason for delay;

5 **NOW, THEREFORE**, it is hereby **ORDERED, ADJUDGED, AND DECREED** as
6 follows:

7 **II. GENERAL**

8 **2.1. Jurisdiction.** This Court has jurisdiction of the subject matter of this action and of
9 the parties. Plaintiff's Complaint in this matter states claims upon which relief may be granted
10 under the provisions of the Consumer Protection Act, Chapter 19.86 RCW.

11 **2.2. Defendant.** For purposes of this Consent Decree the term "Defendant" where
12 not otherwise specified shall mean CompuVest Corporation.

13 **2.3. Definitions.** For purposes of the injunctive provisions below, the following
14 definitions apply:

15 (i) "Promptly" means no later than fourteen (14) days after Defendant
16 receives the returned product from consumer.

17 (ii) "Clearly and Conspicuously" means in a typeface that is in a size and
18 contrast (shade) that is readable and understandable, and in a location that is readily noticeable.

19 **III. INJUNCTIONS**

20 **3.1. Application of Injunctions.** The injunctive provisions of this Consent Decree shall
21 apply to Defendant, and Defendant's successors, assigns, officers, agents, servants, employees,
22 representatives, and all other persons or entities in active concert or participation with Defendant.

23 **3.2. Notice.** Defendant shall immediately inform all successors, assigns, transferees,
24 officers, agents, servants, employees, representatives, attorneys and all other persons or entities in
25 active concert or participation with Defendant of the terms and conditions of this Consent Decree.

1 **3.3. Injunctions.** Defendant and all successors, assigns, transferees, officers, agents,
2 servants, employees, representatives, attorneys and all other persons or entities in active concert or
3 participation with Defendant are hereby permanently enjoined and restrained from directly or
4 indirectly engaging in the following acts or practices:

5 a) Failing to Clearly and Conspicuously disclose Defendant's policies
6 regarding the return of defective items, including, but not limited to, policies
7 regarding Defendant's testing of such items and policies regarding refund,
8 replacement, re-stocking charges, and shipping charges.

9 b) Failing to Clearly and Conspicuously disclose Defendant's policies
10 regarding the return of unordered items, including, but not limited to, policies
11 regarding Defendant's testing of such items and policies regarding refund,
12 replacement, re-stocking charges, and shipping charges.

13 c) Failing to refund fully and Promptly, including shipping charges, any
14 consumer who returns a product for the reason that the product received was
15 used or refurbished when the product ordered was represented as new, unless
16 Defendant can show by means of the sales confirmation the consumer received
17 that the product was Clearly and Conspicuously identified as used or
18 refurbished.

19 d) Misrepresenting, directly or by implication, product descriptions or
20 compatibility information, either on Defendant's Web site or through
21 Defendant's customer service line.

22 e) Failing to honor warranties on products consistent with Defendant's
23 posted warranty policy.

24 f) Failing to display Defendant's product return policies Clearly and
25 Conspicuously at the time of the consumer's purchase of an item. The display
26

1 may be in the form of a Clear and Conspicuous hyperlink to which the
2 consumer is directed prior to completing the purchase.

3 g) Failing to apply Defendant's stated policies.

4 h) Advertising, publishing, or representing any policy in a manner that is
5 inconsistent with the terms of this Consent Decree.

6 i) Violating any provisions of the Unfair-Business Practices - Consumer
7 Protection Act, RCW 19.86.

8 IV. RESTITUTION

9 4.1. Pursuant to RCW 19.86.080, Defendant shall refund, or issue appropriate
10 replacements to, the consumers whose complaints were filed with Plaintiff, and transmitted to
11 Defendant, and were not previously adjusted, from January 2005 through the date of entry of
12 this Consent Decree. Within thirty (30) days of entry of this Decree, Defendant shall provide
13 to Plaintiff a copy of Defendant's correspondence with such consumers establishing that the
14 refunds or replacements were made. Additionally, for one-hundred-eighty (180) days after
15 entry of the Consent Decree, CompuVest shall issue full refunds or replacements, depending
16 on which form of relief the consumer requests, to all consumers whose complaints Plaintiff
17 forwards to CompuVest regardless of CompuVest's position on whether the consumer is
18 entitled to a refund or replacement. Within two (2) weeks of receipt of a complaint forwarded
19 by Plaintiff, Defendant shall provide to Plaintiff a copy of Defendant's correspondence with
20 the consumer establishing that the refund or replacement was made.

21 V. CIVIL PENALTIES

22 5.1. Pursuant to RCW 19.86.140, Plaintiff shall have and recover, and Defendant
23 shall be liable for and shall pay, civil penalties in the total amount of \$50,000.00. Of the total
24 amount of the fine, \$10,000.00 shall be payable ^{in full on October 21, 2006} ~~immediately upon entry of the Consent Decree~~

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Approved for entry and presented by:

ROB MCKENNA
Attorney General



KATHERINE M. TASSI
Assistant Attorney General, WSBA #32908
Attorney for Plaintiff
State of Washington

Approved for Entry, Notice of Presentation
Waived:



Philip E. Cutler, WSBA #5084
Robert G. Nylander, WSBA #17264
Attorney for Defendant