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The Honorable Ricardo S. Martinez

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

STATE OF WASHINGTON, <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> SECURE COMPUTER, LLC., et al., <p style="text-align: center;">Defendants.</p>		NO. C06-0126RSM CONSENT DECREE AS TO SETH TRAUB
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I. DECREE SUMMARY

- | | | |
|-----|--------------------------------|---|
| 1.1 | Decree Creditor: | State of Washington |
| 1.2 | Decree Debtor: | Seth Traub |
| 1.3 | Principal Decree Amount: | |
| | a. Costs and Fees: | \$2,000.00 |
| | b. Total Decree: | \$2,000.00 |
| 1.4 | Post-Decree Interest Rate: | 12 percent per annum |
| 1.5 | Attorneys for Decree Creditor: | Paula Selis, Senior Counsel
Katherine Tassi, Assistant Attorney
General |

1 1.6 Attorney for Defendant: Richard Alaniz
2 Black Lowe & Graham, PLLC

3 Plaintiff, State of Washington, having commenced this action on January 24, 2006,
4 pursuant to the Controlling the Assault of Non-Solicited Pornography and Marketing Act
5 (“CAN-SPAM Act”), 15 U.S.C. § 7701, et seq.; RCW 19.86, the Unfair Business Practices –
6 Consumer Protection Act (“CPA”); RCW 19.190, the Unsolicited Commercial Electronic
7 Mail Act (“UCE”); and RCW 19.270, the Computer Spyware Act; and Defendant Seth Traub
8 having been personally served with copies of the Summons and Complaint on January 24,
9 2006;

10 Plaintiff having appeared by and through its attorneys, Rob McKenna, Attorney
11 General; Paula Selis, Senior Counsel; and Katherine M. Tassi, Assistant Attorney General;
12 and Defendant having appeared through his counsel, Richard Alaniz, Esq.;

13 Plaintiff and Defendant having agreed on a basis for the settlement of the matters
14 alleged in the Complaint, and to the entry of this Consent Decree (hereinafter referred to as
15 “Decree”) against Defendant without the need for trial or adjudication of any issue of law or
16 fact; and

17 Defendant recognizes and states that this Decree is entered into voluntarily and that no
18 promises or threats have been made by the Attorney General’s Office or any member, officer,
19 agent or representative thereof to induce them to enter into this Consent Decree, except as
20 provided herein; and

21 Defendant further agrees that it will not oppose the entry of this Consent Decree on the
22 grounds the Consent Decree fails to comply with Rule 65(d) of the Federal Rules of Civil
23 Procedure, and hereby waives any objections based thereon; and

24 Defendant waives any right it may have to appeal from this Consent Decree; and
25
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1 Plaintiff and Defendant having agreed that this Consent Decree does not constitute
2 evidence or an admission regarding the existence or non-existence of any issue, fact, or violation
3 of any law alleged by Plaintiff; and

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

7 The Court having determined there is no just reason for delay in the entry of this
8 Decree against Defendant, and being fully advised,

9
10 **NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, AND DECREED** as
11 follows:

12 **II. GENERAL**

13 2.1 The Court has jurisdiction of the subject matter of this action and of the parties
14 hereto pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1367, and Plaintiff's Complaint states
15 claims upon which relief may be granted under the provisions of Chapter 19.270 RCW, the
16 Computer Spyware Act and Chapter 19.86 RCW, the Unfair Business Practices-Consumer
17 Protection Act. Venue in this district is proper under 28 U.S.C. § 1391. A substantial portion of
18 the acts complained of herein have occurred in King County and elsewhere in the Western
19 District of Washington.

20 2.2 Unless otherwise specified, the term "Defendant" as used in this document
21 shall mean Seth Traub individually.

22 2.3 Defendant was served with a copy of the Summons and Complaint on January
23 24, 2006.

III. INJUNCTIONS

1
2 3.1 The injunctive provisions of this Consent Decree shall apply to the Defendant, and
3 the Defendant's successors, assigns, officers, agents, servants, employees, representatives, and all
4 other persons or entities in active concert or participation with the Defendant.
5

6 3.2 Defendant shall immediately inform all successors, assigns, transferees, officers,
7 agents, servants, employees, representatives, attorneys and all other persons or entities in active
8 concert or participation with defendant or with the corporations named as Defendant in the
9 Complaint of the terms and conditions of this Consent Decree.

10 3.3 Defendant and all successors, assigns, transferees, officers, agents, servants,
11 employees, representatives, attorneys and all other persons or entities in active concert or
12 participation with Defendant are hereby permanently enjoined and restrained from directly or
13 indirectly engaging in the following acts or practices:
14

- 15 1. Using any trademarked terms in the context of any advertising or sale of
16 products or services.
- 17 2. Making any misrepresentations in the context of any advertising or sale of
18 products or services.
- 19 3. Making any unsubstantiated claims in the context of any advertising or sale of
20 products or services.
- 21 4. Using any terms that have the tendency or capacity to deceive consumers in the
22 context of any advertising or sale of products or services.
- 23 5. Engaging in any conduct which violates RCW 19.86, the Unfair Business
24 Practices – Consumer Protection Act.
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1 **IV. ATTORNEY COSTS AND FEES**

2 4.1 Pursuant to RCW 19.86.090, Plaintiff shall recover and Defendant shall pay
3 costs and attorneys' fees incurred in pursuing this matter in the amount of \$2,000.00. Interest
4 on any unpaid balance of this amount shall accrue in the amount of 12% per annum.

5 4.2 Defendant shall bear Plaintiff's reasonable costs, including reasonable
6 attorneys' fees, for enforcing this Decree in any successful action to enforce any of its
7 provisions.

8 4.3 All payments shall be made by cashier's check, made payable to the Attorney
9 General—State of Washington, and shall be delivered to the Office of the Attorney General,
10 900 Fourth Avenue, Suite 2000, Seattle, Washington 98164, to the attention of Cynthia
11 Lockridge.

12 **V. ENFORCEMENT**

13 5.1 Pursuant to RCW 19.86.140, any violation of the terms of this Decree may
14 form the basis for further enforcement proceedings.

15 5.2 The violation of any of the terms of this Decree shall constitute a violation of
16 the Consumer Protection Act, RCW 19.86 et seq.

17 5.3 Jurisdiction is retained for the purpose of enabling any party to this Decree,
18 with or without the prior consent or approval of the other party, to apply to the Court at any
19 time for the enforcement of compliance therewith, the punishment of violations thereof, or
20 the modification or clarification thereof.

21 5.4 Nothing in this Decree shall be construed as to limit or to bar any other
22 governmental entity or any other consumer in the pursuit of additional remedies against
23 Defendant.

24 5.5 Representatives of the Office of Attorney General shall be permitted, upon 10
25 days' notice to Defendant, to access, inspect, and/or copy all business records or documents
26

1 under the control of Defendant, in order to monitor compliance with the injunctive provisions
2 of this Decree.

3 5.6 Under no circumstances shall this Decree or the names of the State of
4 Washington or the Office of the Attorney General, Consumer Protection Division, or any of
5 its employees or representatives be used by Defendant’s agents or employees in connection
6 with the promotion of any product or service or an endorsement or approval of Defendant’s
7 practices.

8 **VI. DISMISSAL AND WAIVER OF CLAIMS**

9 6.1 Upon entry of this Consent Decree, all claims in this matter, not otherwise
10 addressed by this Consent Decree are dismissed.

11
12 The Court finding no just reason for delay, hereby expressly directs entry of this
13 Decree.

14 SO ORDERED this _5_ day of June, 2006.

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17 **RICARDO S. MARTÍNEZ**
18 **UNITED STATES DISTRICT JUDGE**

19
20 Presented by

21 **ROB MCKENNA**
22 **Attorney General**

23 _____
24 **PAULA SELIS, WSBA #12823**
25 **Senior Counsel**
26 **paulas@atg.wa.gov**

1 KATHERINE M. TASSI #32908
Assistant Attorney General
2 katherinet@atg.wa.gov

3 Attorneys for Plaintiff, State of Washington
Office of the Attorney General of Washington
4 Consumer Protection Division
900 Fourth Avenue, Suite 2000
5 Seattle, Washington 98164-012
Phone: 206.464.7744
6 Facsimile: 206.587.5636

7 Agreed to, Approved for Entry
Notice of Presentation Waived:
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9

10 RICHARD ALANIZ
Black Lowe & Graham, PLLC
701 Fifth Avenue, Suite 4800
11 Seattle, Washington 98104
Attorney for Defendant
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14 SETH TRAUB
Defendant
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1 The Court finding no just reason for delay, hereby expressly directs entry of this
2 Decree.

3 SO ORDERED this _____ day of _____, 2006.

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JUDGE RICARDO S. MARTINEZ

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Presented by

8

ROB MCKENNA
Attorney General

9

Paula Selis

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Richard Alaniz

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Black Lowe & Graham, PLLC
701 Fifth Avenue, Suite 4800
Seattle, Washington 98104
Attorney for Defendant

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25

Seth Traub

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SETH TRAUB
Defendant

