

STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON,

Plaintiff,

v.

JULEP BEAUTY, INC., a
Washington for-profit corporation
and JANE PARK, individually and
on behalf of her marital community
as President of JULEP BEAUTY,
INC.,

Defendants.

NO. 16-2-21311-1 SEA

CONSENT DECREE

I. JUDGMENT SUMMARY

- 1.1 Judgment Creditor: State of Washington
- 1.2 Judgment Debtor: Julep Beauty, Inc. and Jane Park,
individually and on behalf of her marital
community
- 1.3 Principal Judgment Amount:
 - a. Costs and Attorneys' Fees: \$250,000
 - b. Restitution: See Paragraph IV
- 1.4 Attorney for Judgment Creditor: Todd Bowers and Joel Delman, Assistant
Attorneys General
- 1.5 Attorney for Judgment Debtors: Orrick, Herrington & Sutcliffe LLP, per
Robert M. McKenna

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1 Plaintiff, State of Washington, acting by Attorney General Robert W. Ferguson, (herein
2 referred to as "Plaintiff), filed a Complaint in the above-captioned action (herein referred to as
3 the "Complaint") pursuant to RCW 19.86, the Consumer Protection Act, against Defendants,
4 Julep Beauty, Inc; and Jane Park, individually and as Chief Executive Officer of Julep Beauty,
5 Inc. (herein referred to collectively as "Defendants").

6 Plaintiff and Defendants do hereby consent to the entry of this Consent Decree and its
7 provisions (herein referred to as the "Consent Decree" and/or "Judgment"); and

8 This Consent Decree is entered into by Defendants freely and voluntarily and with full
9 knowledge and understanding of the nature of the proceedings and the obligations and duties
10 imposed upon it by this Consent Petition; and

11 Defendants having been served with a Summons and Complaint previously filed in this
12 matter or having waived service; and

13 Plaintiff appearing by and through its attorneys, Robert W. Ferguson, Attorney General;
14 and Todd Bowers and Joel Delman, Assistant Attorneys General; and Defendants appearing by
15 and through their attorneys, Orrick, Herrington & Sutcliffe LLP per Robert M. McKenna; and

16 Plaintiff and Defendants having agreed on a basis for the settlement of the matters
17 alleged in the Complaint, and to the entry of this Consent Decree against Defendants without
18 the need for trial or adjudication of any issue of law or fact; and

19 Plaintiff and Defendants having agreed that this Consent Decree does not constitute
20 evidence or an admission regarding the existence or non-existence of any issue, fact, or violation
21 of any law alleged by Plaintiff; and

22 Defendants recognize and state that this Consent Decree is entered into voluntarily and
23 that no promises or threats have been made by the Attorney General's Office or any member,
24 officer, agent or representative thereof to induce them to enter into this Consent Decree, except
25 as provided herein; and

26 Defendants waive any right they may have to appeal from this Consent Decree; and

1 Defendants further agree that they will not oppose the entry of this Consent Decree on the
2 grounds the Consent Decree fails to comply with Rule 65(d) of the Rules of Civil Procedure, and
3 hereby waive any objections based thereon; and

4 Defendants further agree 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 all
6 other purposes; and

7 The Court finding no just reason for delay;

8 NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, AND DECREED as
9 follows:

10 11 II. GENERAL

12 2.1 Jurisdiction. This Court has jurisdiction of the subject matter of this action and
13 of the parties. Plaintiff's Complaint in this matter states claims upon which relief may be
14 granted under the Consumer Protection Act, Chapter 19.86 RCW.

15 2.2 Defendants. For purposes of this Consent Decree the term "Defendants" where
16 not otherwise specified shall mean Julep Beauty, Inc. and Jane Park, individually and on behalf
17 of her marital community.

18 2.3 Definitions. For the purposes of this Consent Decree, the following definitions
19 apply:

20 a. "Account information" means any information that would enable
21 Defendants to cause a charge to be placed against a customer's account, whether credit, debit,
22 or any other kind of account or method of billing.

23 b. "Clear and Conspicuous" or "Clearly and Conspicuously," when
24 referring to a statement, disclosure, or any other information, means that such statement,
25 disclosure, or other information, by whatever medium communicated, is in readily
26 understandable language and syntax and presented in such size, color, font, contrast,

1 appearance, location, and audibility, and is sufficiently noticeable compared to other
2 information with which it is presented that is readily apparent to the person to whom it is
3 disclosed such that the person can read and comprehend what is being presented. If such
4 statement, disclosure, or other information is necessary as a modification, explanation or
5 clarification to other information with which it is presented, it shall be presented in Direct
6 Proximity to the information it modifies in a manner that is readily noticeable and
7 understandable. As to statements, disclosures, or any other information made or presented on
8 the Internet or other web-based applications or services, in addition to the other requirements
9 stated herein, "Clear and Conspicuous" or "Clearly and Conspicuously," shall mean that such
10 statements, disclosures or any other information shall be placed in locations on the same
11 webpage as the offer, term or limitation to which it relates where it will be sufficiently
12 prominent and readily seen, shall be labeled and presented in such a way to indicate its
13 importance and relevance, be in text that can be easily read and understood by the reader, and
14 be placed on the webpage in a position in Direct Proximity to the offer, term or limitation.

15 Further, a disclosure of information is not Clear and Conspicuous if, among
16 other things, it is obscured by the background against which it appears or there are other
17 distracting elements, or the net impression of the statement, disclosure, or other information is
18 inconsistent with, contrary to, or in mitigation of the disclosure itself. Statements of limitation
19 shall be set out in close conjunction with the benefits described or with appropriate captions of
20 such prominence that statements of limitation are not minimized, rendered obscure, presented
21 in an ambiguous fashion, or intermingled with the context of the statement so as to be
22 confusing or misleading. Nothing contrary to, inconsistent with, or in mitigation of any
23 disclosure shall be permitted. In all instances, the disclosure shall be presented prior to the
24 consumer incurring any financial obligation.

25 c. "Direct Proximity" means that a term is disclosed immediately above,
26 beneath or adjacent to an offer or term.

1 d. "Express Informed Consent" shall mean explicit, affirmative consent
2 indicated by a consumer after Clear and Conspicuous disclosure of all material terms of the
3 offer. In order to constitute Express Informed Consent, consumers shall take an affirmative
4 step to demonstrate consent to a Free-to-Pay Conversion Offer. In addition, for the consumer
5 whose credit card, debit card, bank account, or other financial account will be charged,
6 "Express Informed Consent," shall also mean:

- 7 1. obtaining the full account number of the account to be charged;
- 8 and
- 9 2. obtaining the consumer's name and address and a means to
10 contact the consumer.

11 3. In order to constitute Express Informed Consent, it shall also be
12 required that the consumer performs additional affirmative actions as follows:

13 (i) For all written offers (including through the Internet or other
14 web-based applications or services): a signature, a check box or an electronic signature that
15 consumers shall affirmatively select or sign to accept a Free-to-Pay Conversion feature.
16 Immediately above such signature line, check box or electronic signature, Defendants shall Clearly
17 and Conspicuously disclose all material terms and conditions of the offer including without
18 limitation, all costs associated with the Free-to-Pay Conversion feature; that the consumer is
19 agreeing to pay such costs; the length of any trial period, if applicable; that consumers must cancel
20 to avoid being charged; the date by which consumers must cancel to avoid being charged; and the
21 process by which the consumer can cancel. If periodic charges will be made to the consumer's
22 account at the conclusion of any initial and/or trial period, Defendants shall Clearly and
23 Conspicuously disclose at this location that the consumer's account will be so charged, the amount
24 of each charge, and the frequency of each charge.

25 (ii) Defendants shall keep a record of all Saves and will send
26 an email to each consumer within 2 business days of the Save notifying the consumer that he

1 or she remains subscribed to the Maven Program. This email will also notify the consumer of
2 the amount of the monthly subscription fee, the right to cancel the subscription, the methods
3 for canceling, and the deadline for canceling before the monthly subscription fee is charged.

4 e. "Free-to-Pay Conversion Offer" means an offer or agreement or a
5 contractual plan or arrangement to sell or provide any goods or services, under which a
6 consumer receives a good or service for free or for a nominal amount for an initial or some
7 other period of time and will incur an obligation to pay for or pay additional amounts for the
8 goods or services or additional goods or services if the consumer does not take affirmative
9 action to cancel before the end of the initial or some other period of time; provided, however,
10 that when an online customer, prior to check-out, can type in a discount or promotional code to
11 reduce a good's advertised price on the shopping cart page to below that price or even to zero,
12 such offer shall not be considered a "Free-to-Pay Conversion Offer."

13 f. "Hygiene" products means those manufactured or purchased by Defendant
14 Julep Beauty in the regular course of its business. It does not include products manufactured or
15 purchased by Julep Beauty to satisfy the requirements of this Agreement. Products manufactured
16 or purchased by Julep Beauty that come within the definition of hygiene products for purposes of
17 this Agreement are limited to the following: sunscreen, nail clippers, emery boards/files, hygiene
18 products, toiletries, shampoo, conditioner, soap, manicure kits.

19 g. A "material fact(s)," "material condition(s)," "material term(s)," or any
20 similar phrase or combination of words or phrases is any fact, condition or term that, if known and
21 understood by the consumer, would have been important to a consumer making a purchasing
22 decision. A "material limitation" means a term or condition that necessarily affects a consumer's
23 ability to obtain an offer as advertised. "Material fact(s)," "material condition(s)," "material
24 term(s)," or any similar phrase or combination of words or phrases regarding a Free-to-Pay
25 Conversion Offer shall also include, but not be limited to, (i) the existence of the offer; (ii)
26 notification that the Offer requires that the consumer will receive an initial good or service for free

1 or for a nominal amount for an initial period and will incur an obligation to pay for or pay
2 additional amounts for the goods or services or additional goods or services if the consumer does
3 not take affirmative action to cancel before the end of the initial or some other time period; (iii)
4 each good or service ordered; (iv) the price of each good or service; (v) the total price of all goods
5 and services ordered; (vi) the dates and amounts of each billing; (vii) the dates of each shipment;
6 (ix) the date by which affirmative action to cancel must be taken; and (x) the process by which the
7 consumer can cancel.

8 h. "Maven Box Subscription Plan" or "Subscription" means the subscription
9 plan offered by Defendants wherein consumers receive a discounted or free introductory box of
10 beauty products, referred to as the "Welcome Box," and are automatically obligated to receive
11 additional boxes of beauty products unless they cancel their subscription within a certain period of
12 time.

13 i. "Maven Box" means all beauty products sent after the "Welcome Box"
14 as part of Defendants' Maven Box Subscription Plan.

15 j. "Qualified charitable or governmental entity" means: 1) any
16 organization that is qualified for an exemption from federal income tax under Section
17 501(c)(3) of the Internal Revenue Code, is registered with the Washington Secretary of State,
18 and whose charitable purpose includes one or more of the following: homeless shelters,
19 homeless persons, domestic violence victims, foster children, or persons transitioning into the
20 community from incarceration, or other purposes mutually agreed upon by Plaintiff and
21 Defendant; or 2) state, county or municipal government agency that serves any of the purposes
22 identified in subsection (1).

23 k. "Save(s)" means the process, or the result of a process, employed by
24 Defendants to retain a consumer as a customer, when the consumer contacts Defendants to
25 cancel his or her account, and Defendants obtain the consumer's agreement to remain a
26 customer.

III. INJUNCTIONS

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

5 3.2 Notice. Within five (5) business days of entry of this Decree, Defendants shall
6 inform and give actual notice to all successors, assigns, transferees, officers, agents, servants,
7 employees, representatives, attorneys and all other persons or entities in active concert or
8 participation with Defendants, including but not limited to its affiliate marketers and third
9 parties authorized to provide customer services for, market, promote, advertise, offer for sale,
10 and/or sell any of Defendants' products or services, of the terms and conditions of this Consent
11 Decree.

12 3.3 Injunctions. Defendants and their successors, assigns, transferees, officers,
13 agents, servants, employees, representatives, and all other persons or entities in active concert
14 or participation with Defendants are hereby permanently enjoined and restrained from failing
15 to comply with the following requirements in connection with the marketing, promoting,
16 advertising, sale, offering for sale, or distribution of goods or services, and/or displaying or
17 offering on any website that is owned, operated, and/or controlled by Defendants
18 ("Defendants' websites") or on any third-party website, any offer or plan for goods or services:

19 a. Before the consumer agrees to accept the offer, Defendants shall Clearly
20 and Conspicuously disclose all material terms and conditions of the offer;

21 b. In order for a consumer to accept the offer, the consumer shall provide
22 Express Informed Consent to accept the offer. Such Express Informed Consent shall be
23 obtained before consumers enter or submit their payment information and/or incur a financial
24 obligation;

1 c. Defendants shall include a Clearly and Conspicuously disclosed "Billing
2 Summary" at the conclusion of the consumer's order that specifically itemizes each product or
3 service ordered, the price of each product or service, and the total price of all services ordered.
4 If the products or services are part of a Free-to-Pay Conversion offer, the price reflected shall
5 be the amount the consumer will pay if the products or services are ultimately purchased.

6 d. Defendants shall confirm in writing a consumer's order prior to shipping
7 the initial goods or services. For purposes of this Paragraph, "confirm" and/or "confirmation"
8 shall mean sending Clear and Conspicuous disclosures of all material terms, facts and
9 conditions in an email to the email address provided by the consumer at the time of his or her
10 order, within one business day of the consumer's placing the order. Such Confirmation shall
11 Clearly and Conspicuously disclose all material terms and conditions, including but not limited
12 to Clearly and Conspicuously disclosing to consumers an effective, simple and straightforward
13 means for consumers to cancel any Free-to-pay Conversion Offer and stop any recurring
14 shipments or charges to consumers. The Confirmation shall also Clearly and Conspicuously
15 disclose the date by which the consumer must cancel a shipment to avoid being billed for
16 services.

17 e. Defendants shall not charge a "restocking fee" or other liquidated
18 damages fee for the return of products or services that exceeds Defendants' actual costs arising
19 from the return of such product or service. If Defendants implement a liquidated damages fee
20 for the return of products or services, it shall be solely ascribable to Defendants' actual costs
21 arising from the return of such product or service.

22 f. Defendants shall Clearly and Conspicuously publish refund policies that
23 are directly linked to Defendants' website offer pages, in addition to being easily found on
24 Defendants' websites.

25 g. Defendants shall honor any stated or published refund policies.
26

1 h. In attempting to Save consumers who contact Defendants to cancel,
2 Defendants shall not engage in any conduct which would constitute a violation of the
3 Consumer Protection Act, including, but not limited to, the following:

4 (i) Making any misrepresentations, engaging in any deceptive
5 conduct, and/or engaging in any conduct in which may cause a likelihood of confusion or
6 misunderstanding;

7 (ii) Failing to obtain the consumers' Express Informed Consent to
8 any additions, modifications or changes to his or her purchase(s), order(s) and/or
9 subscription(s);

10 (iii) Failing to Clearly and Conspicuously disclose to the consumers
11 all material terms and conditions related to any additions, modifications or changes to the
12 consumers' initial purchase(s), order(s) and/or subscription(s) to Defendants' goods or
13 services, including, but not limited to, the price of the such products or services;

14 (iv) Failing to immediately cancel the consumer's account If at any
15 time during Save efforts a customer expressly requests to have his or her account cancelled;
16 and

17 (v) Failing to further confirm any additions, modifications or changes to
18 the consumer's purchase(s), order(s) and/or subscription(s) via e-mail, as set forth in Paragraph 3.3(e)
19 herein above.

20 i. Every consumer will be sent by email an invoice for the goods they have
21 purchased and will be sent at least one reminder email that will also include an invoice.
22 Consumers who have ordered a free Welcome Box shall receive with that shipment a statement
23 of terms and conditions explaining the Maven Box Subscription. The printed statement, titled
24 "Welcome," shall be included with the Welcome Box shipment in a manner and location that is
25 Clear and Conspicuous, such that the statement is sufficiently noticeable to the consumer
26 compared to any items or documents contained with the shipment, and is readily apparent to

1 the consumer. The statement shall Clearly and Conspicuously disclose all material terms and
2 conditions, including but not limited to the following information:

3 (i) The material terms and conditions of the offer of which the
4 goods or services are a part;

5 (ii) The mechanism for consumers to cancel any of Defendants'
6 goods or services, and the toll-free number for consumers which can be used to cancel;

7 (iii) The mechanism for consumers to return Defendants' goods, if
8 consumers are permitted to return goods, as well as any costs or fees associated with the return,
9 if any exist and are authorized by the terms of this Consent Decree; and

10 (iv) The date by which the consumer must cancel in order to avoid
11 being charged for any of Defendants' goods or services.

12 j. Defendants shall provide accessible, prompt, live customer service to
13 consumers for cancellation, refund, and product return requests. For purposes of this
14 injunction, "prompt" customer service shall mean that all calls from consumers to Defendants'
15 toll-free number must be answered by a live operator within two (2) minutes of the consumers'
16 calls and, in the event that a consumer who calls to make a cancellation request does not reach
17 a live operator within two (2) minutes, such consumer shall be provided via a recorded
18 message that clearly and conspicuously discloses a URL for a webpage maintained by
19 Defendant which contains an online cancellation mechanism; or, if the consumer contacts
20 Defendant via email, the email shall be responded to within one business day of receipt.

21 k. Defendants shall cancel a consumer's purchase of a product or service
22 within one business day of receiving the consumer's request for such cancellation with no
23 additional charges accruing following the date of the request.

24 l. Defendants shall not impede the effective, simple and straightforward
25 operation of promised cancellation procedures and/or mechanisms which allow consumers to
26

1 effectively cancel their participation in a Free-to-pay Conversion Offer and stop any recurring
2 charges to consumers.

3 m. Defendants shall provide simple mechanisms for a consumer to stop
4 recurring charges from being placed on the consumer's credit card, debit card, bank account, or
5 other financial account.

6 n. Defendants shall confirm via email a consumer's cancellation of an
7 account within two business days of receiving the consumer's request that the account be
8 cancelled.

9 o. Defendants shall not make any misrepresentations, including but not
10 limited to the following:

11 1. Misrepresenting to consumers that their subscriptions are
12 cancelled, when in fact they are not;

13 2. Misrepresenting that consumers will be given a refund, when in
14 fact they are not;

15 3. Misrepresenting to consumers that if they cancel by a specific
16 date their subscriptions will be cancelled, when in fact they are not; and

17 4. Misrepresenting that an item is "free," "on us," a "gift," or using
18 language that implies that consumers who accept Defendants' offer will incur no financial
19 obligation, when in fact, such obligation will be incurred.

20 p. Defendants shall not create unfair or deceptive barriers to cancellation,
21 including but not limited to the following:

22 1. Failing to provide adequate staff to answer reasonably
23 anticipated calls from consumers;

24 2. Failing to reasonably anticipate increases in calling volumes;

25 3. Placing consumers on hold for unreasonable periods of time;
26

1 4. Refusing to cancel and provide a refund to a consumer after the
2 consumer has been charged pursuant to a Free-to-Pay Conversion Offer, if the reason the
3 consumer has cancelled after the date of the charge is due to Defendants' failure to provide
4 adequate staff to answer reasonably anticipated calls from consumers;

5 5. Engaging in high pressure sales tactics to encourage the
6 consumer not to cancel.

7 q. Defendants shall comply with the Consumer Protection Act, RCW 19.86
8 et seq.

9 r. Defendants shall institute a comprehensive monitoring and disciplining
10 system of Defendants' personnel, including all those who are responsible for handling
11 customer orders, inquiries, complaints, cancellations and refunds, including but not limited to
12 all agents, employees, and independent contractors, to assure that such persons:

13 1. Comply with the provisions of this Consent Decree, to the extent
14 applicable;

15 2. Comply with Defendants' own guidelines and rules for customer
16 service, marketing and sale of their products or services;

17 3. Do not engage in any unfair or deceptive acts and practices in the
18 context of customer service, marketing and selling Defendants' products or services;

19 4. Are appropriately terminated for failure to comply with the
20 provisions of this Consent Decree; failure to comply with Defendants' own terms, guidelines
21 or rules for customer service, marketing and sale of their products or services; or engaging in
22 unfair or deceptive acts and practices in the context of customer service, marketing and selling
23 Defendants' products or services.

24 s. Defendants shall not in any statement or communication made to the
25 public refer to the relief described in Paragraph V of this Agreement as a donation, gift,
26 bequest, or endowment.

1 t. Within five (5) business days of the Effective Date of this Consent
2 Petition, Defendants shall deliver copies of this Consent Decree to all of Defendants' current
3 officers and employees, who are responsible for customer services, marketing, promoting,
4 advertising, offering for sale, and/or selling any of Defendants' goods or services, addressing
5 consumer complaints, and/or designing or maintaining Defendants' websites.

6 u. Defendant shall post on Defendant Julep Beauty's Facebook page a
7 statement regarding this matter that has been mutually agreed upon by the parties. This
8 statement shall be posted within one business day of the entry of this consent decree and shall
9 be posted for 30 calendar days.

10 IV. RESTITUTION

11 4.1 Pursuant to RCW 19.86.080, Defendants shall provide \$1.5 million in
12 restitution to consumers by refunding to those consumers the cost of the Maven subscription to
13 those consumers, as well as the cost of any additional purchases made by those consumers at
14 the time they enrolled in the Maven subscription.

15 4.2 Defendants shall be credited for those refunds provided to consumers between
16 December 2012 and September 2015.

17 4.3 Defendants shall verify the payment of these refunds in a sworn declaration
18 describing the manner and method by which Defendants determined the refunds referenced in
19 Paragraph 4.1 were provided. This shall be submitted to the Plaintiff within 30 days of the
20 entry of this decree and judgment.

21 4.4 Defendants are jointly and severally liable for payment of restitution required
22 by this Agreement and Judgment.

23 V. OTHER RELIEF

24 5.1 Defendants shall forfeit and provide to qualified charitable and governmental
25 entities \$250,000 worth of hygiene and other products that may be mutually agreed upon by
26 the Parties (hereafter, products).

1 discharge of the Attorney General's duties at the sole discretion of the Attorney General. No
2 part of this payment shall be designated as a civil penalty, fine and/or forfeiture.

3 6.2 Payment owing under this provision shall be in the form of a valid check paid to
4 the order of the "Attorney General—State of Washington" and shall be due and owing no later
5 than July 1, 2017. Payment shall be sent to the Office of the Attorney General, Attention:
6 Cynthia Lockridge, Administrative Office Manager, 800 Fifth Avenue, Suite 2000, Seattle,
7 Washington, 98104-3188.

8 **VII. SUSPENDED PENALTY**

9 7.1 Pursuant to RCW 19.86.140, a civil penalty of \$250,000 is suspended and shall be
10 imposed upon Defendants if the Court finds that any Defendant is in material breach of any
11 provision of this Consent Decree. Further, the State shall not be precluded from seeking other
12 relief in accordance with law and appropriate to remedy such violation.

13 **VIII. ENFORCEMENT**

14 8.1 Violation of any of the injunctions contained in this Consent Decree, as
15 determined by the Court, shall subject Defendants to a civil penalty pursuant to RCW 19.86.140.

16 8.2 This Consent Decree is entered pursuant to RCW 19.86.080. Jurisdiction is
17 retained for the purpose of enabling any party to this Consent Decree with or without the prior
18 consent of the other party to apply to the Court at any time for enforcement of compliance with
19 this Consent Decree, to punish violations thereof, or to modify or clarify this Consent Decree.

20 8.3 Representatives of the Office of the Attorney General shall be permitted to access,
21 inspect and/or copy relevant and discoverable business records or documents under control of
22 Defendants in order to monitor compliance with this Consent Decree within fourteen (14) days of
23 written request to Defendants, provided that the inspection and copying shall be done in such a
24 way as to avoid disruption of Defendants' business activities.

25 8.4 Representatives of the Office of the Attorney General may be permitted to
26 question Defendants, or any officer, director, agent, employee or independent contractor of any

1 corporation affiliated with Defendants, in deposition, pursuant to the provisions and notice
2 requirements of CR 30, in order to monitor compliance with this Consent Decree.

3 8.5 Nothing in this Consent Decree shall be construed as to limit or bar any other
4 governmental entity or consumer from pursuing other available remedies against Defendants.

5 8.6 Under no circumstances shall this Consent Decree or the name of the State of
6 Washington, the Office of the Attorney General, Consumer Protection Division, or any of their
7 employees or representatives be used by Defendants in connection with any selling, advertising,
8 or promotion of products or services, or as an endorsement or approval of Defendants' acts,
9 practices or conduct of business.

10 **IX. DISMISSAL AND WAIVER OF CLAIMS**

11 9.1 This Consent Decree resolves with prejudice all issues raised by the Attorney
12 General pertaining to the acts or omissions addressed in the Complaint filed in this matter. Upon
13 entry of this Consent Decree, all claims in this matter, not otherwise addressed by this Consent
14 Decree, are dismissed.

15 DONE IN OPEN COURT this _____ day **SEP 06 2016**, 2016.

16
17 **MURRY H. JACSON III**

18 _____
JUDGE

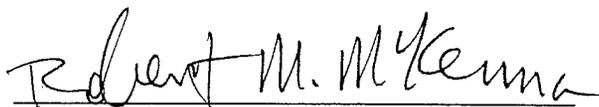
19 Approved for Entry and Presented by:

Approved for Entry, Notice of Presentation
Waived:

20 ROBERT W. FERGUSON
21 Attorney General

ORRICK, HERRINGTON & SUTCLIFFE LLP

22 
23 JOEL DELMAN, WSBA #16688
24 JOEL DELMAN, WSBA #16688
25 Assistant Attorneys General
26 Attorneys for Plaintiff
State of Washington


ROBERT M. MCKENNA, WSBA #18327
Attorney for Defendants