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**STATE OF WASHINGTON  
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,  
  
Plaintiff,  
  
v.  
  
GARNISHMENT SERVICES LLC, a  
Washington limited liability company,  
and RICHARD JOHN BREES, d/b/a  
Garnishment Services, Judgment Day  
Collections and The Judgment  
Recovery Group,  
  
Defendants.

NO.  
  
COMPLAINT FOR INJUNCTIVE  
AND OTHER RELIEF

**I. INTRODUCTION**

1.1 Plaintiff, the State of Washington, by and through its attorneys Robert W. Ferguson, Attorney General, and Kimberlee Gunning, Assistant Attorney General, brings this action against Defendants Garnishment Services, LLC and Richard John Brees, d/b/a Garnishment Services, Judgment Day Collections and The Judgment Recovery Group. The claims for relief alleged herein arise from Defendants' unfair and deceptive practices with respect to "judgment recovery services." As alleged herein, these practices include engaging in the unauthorized practice of law; advertising as a collection agency and engaging in debt collection activity without a collection agency license; misrepresentations in marketing solicitations regarding Defendants' "judgment recovery services"; and using invalid affidavits

1 to execute on judgments. These practices violate the Consumer Protection Act, RCW chapter  
2 19.86, and the Collection Agency Act, RCW chapter 19.16.

## 3 II. PARTIES

4 2.1 Plaintiff is the State of Washington (the "State").

5 2.2 Defendant Garnishment Services LLC ("GS") is a Washington limited liability  
6 company with its principal place of business in Tacoma, Washington.

7 2.3 Upon information and belief, Defendant Richard Brees resides in Tacoma,  
8 Washington. As a sole proprietor, Brees has done business as Garnishment Services, Judgment  
9 Day Collections and The Judgment Recovery Group. He is also, and has been at all times  
10 relevant to this action, the sole owner/member and self-described president of Garnishment  
11 Services. At all times relevant to the allegations herein, Brees has participated in, and/or with  
12 knowledge approved of, the acts, practices, and activities that are the subject matter of this  
13 Complaint.

14 2.4 For purposes of this Complaint, the term "Defendants," unless otherwise specified,  
15 shall refer collectively to GS and Brees.

## 16 III. JURISDICTION

17 3.1 The State files this complaint and institutes these proceedings under the  
18 provisions of the Consumer Protection Act, RCW chapter 19.86 ("CPA") and the Collection  
19 Agency Act, RCW chapter 19.16 ("CAA"). The Attorney General is authorized under  
20 RCW 19.86.080 and RCW 19.86.140 to bring suit to enforce the CPA's prohibitions on unfair  
21 or deceptive acts or practices in the conduct of trade or commerce, including violations of the  
22 CAA, which are *per se* unfair acts or practices in the conduct of trade or commerce for  
23 purposes of the CPA. *See* RCW 19.16.440. The Attorney General is authorized under  
24 RCW 19.16.460 to bring suit to restrain and prevent any violation of the CAA.

25 3.2 This Court has personal jurisdiction over Defendants pursuant to  
26 RCW 19.86.160, RCW 19.16.390, RCW 4.28.180, and RCW 4.28.185 because they have

1 purposely acted or consummated transactions in the State of Washington, and thus have  
2 purposely availed themselves of the privilege of conducting business in the State of  
3 Washington. The violations of RCW chapter 19.86 and RCW chapter 19.16 alleged herein  
4 arise from or are connected with those transactions. Exercise of personal jurisdiction over  
5 Defendants comports with traditional notions of fair play and substantial justice, and  
6 jurisdiction is not inconsistent with the United States Constitution or the Washington State  
7 Constitution.

8 3.3 This Court has subject matter jurisdiction over this action under  
9 RCW 19.86.140.

#### 10 IV. VENUE

11 4.1 Venue is proper in King County pursuant to RCW 4.12.020 and 4.12.025,  
12 because Defendants have transacted business in King County and transacted such business in  
13 King County at the time the causes of action in this Complaint arose. Defendants' business  
14 activities in King County include, but are not limited to, sending marketing solicitations to  
15 consumers in King County and engaging in the unauthorized practice of law by appearing in  
16 King County courts *pro se* to collect judgments for other persons and business entities and by  
17 filing court documents in King County courts, *pro se*, on behalf of other persons and business  
18 entities.

#### 19 V. FACTS

20 5.1 Since at least 2010, Brees has operated a "judgment recovery service" whereby  
21 he solicits individuals and businesses who have been awarded judgments in small claims court,  
22 takes assignment of the judgment, and then takes legal action as a *pro se* litigant to enforce the  
23 judgment. Brees has done business both in his own name and under the names Garnishment  
24 Services, Judgment Day Collections and The Judgment Recovery Group. In 2013, GS was  
25 incorporated as a Washington limited liability company, with Brees as its owner, manager and  
26 "president."

1 5.2 Brees is not an attorney admitted to practice in the State of Washington. At all  
2 times relevant to the allegations herein, Defendants have never employed, retained, or  
3 otherwise utilized the services of a licensed attorney to assist with their judgment recovery  
4 efforts in any way.

5 5.3 Defendants solicited consumers who have been awarded judgments in small  
6 claims court through direct mailings. Upon information and belief, Defendants targeted  
7 potential customers with uncollected judgments by reviewing small claims court dockets. At  
8 various times, Defendants sent direct mail solicitations under the names Judgment Day  
9 Collections and GS.

10 5.4 One form mail solicitation, sent on the letterhead of Judgment Day Collections  
11 and signed by “Debbie Ryan, Paralegal” states that

- 12 • Judgment Day Collections “is the only licensed and bonded collection agency in the  
13 State of Washington specializing in the enforcement of judgments!”
- 14 • “We have an 82% success rate, the legal muscle, knowledge, and one of the  
15 nation’s largest investigative data bases dedicated to locating debtors and their  
16 hidden assets.”

17 5.5 Another mailed form solicitation, sent on GS’s letterhead and signed by Brees,  
18 offered consumers who were judgment holders “a free comprehensive professional review of  
19 your judgment.” This solicitation claimed that GS “is the only licensed and bonded collection  
20 agency providing affordable and effective judgment collection services in Washington State,”  
21 stating that “We are here to help, and best of all, **you don’t have to spend a single penny out**  
22 **of pocket!**” (emphasis in original).

23 5.6 Defendants also advertised their services through a website,  
24 [www.judgmentdaycollections.com](http://www.judgmentdaycollections.com). Consumers could also reach this website via  
25 [www.garnishmentservicesllc.com](http://www.garnishmentservicesllc.com), which redirected to [www.judgmentdaycollections.com](http://www.judgmentdaycollections.com). The  
26 website advertised Defendants’ business as “Garnishment Services, LLC” and described GS as

1 “the nation’s only licensed and bonded collection agency that exclusively evaluates, brokers,  
2 and collects court ordered civil judgments.” The website included the following statements:

- 3 • “Garnishment Services, LLC is licensed and bonded. All of our legal post-  
4 judgment enforcement actions are sanctioned by the courts through a case by case  
5 assignment process.”
- 6 • “Garnishment Services, LLC has the resources, expertise, determination,  
7 knowledge and judicial experience and one of the nation’s largest databases  
8 dedicated exclusively to developing case files (judgments) for successful  
9 enforcement proceedings.”
- 10 • “Garnishment Services, LLC have [sic] state of the art search technology working  
11 in conjunction with one of the nation’s largest recovery databases.”

12 5.7 Defendants’ website also claimed that GS has a “82% Collection Ratio.”

13 5.8 Defendants’ website also included testimonials from allegedly satisfied  
14 customers “The Kar Store” in Dallas, Texas and “David Goody” in Portland, Oregon.

15 5.9 Defendants represented in the mailed solicitations and on their website that GS  
16 (and Brees, as a sole proprietor using several business names) are “licensed” collection  
17 agencies. However, neither GS nor Brees have maintained valid Washington collection agency  
18 licenses during the entire period they have engaged in collection activity.

19 5.10 Defendants have no substantiation for their claim that GS has an “82%  
20 Collection Ratio” or for any of the other representations in their mailed solicitations and on  
21 their website as to the efficacy of their judgment recovery services, including, but not limited  
22 to, the statements that they have “judicial experience,” have “one of the nation’s largest  
23 databases dedicated exclusively to developing case files (judgments) for successful  
24 enforcement proceedings” and that their “post-judgment enforcement actions” are “legal” and  
25 “sanctioned by the courts[.]”

1           5.11   Once a consumer retained Defendants' services, he or she was asked to sign an  
2 "Acknowledgment of Absolute Assignment of Judgment," purporting to convey all rights in  
3 their small claims judgment to GS, or to one of Brees' other business names. The consumer  
4 also signed a "Small Claims Assignment Agreement" ("Agreement") whereby GS and/or one  
5 of Brees' business names agreed to "perform [sic] to the best of its ability to enforce the herein  
6 referenced judgment against the judgment Debtors(s) and to pay the judgment Assignor 65%  
7 of the collected principal awarded amount of the final judgment less court transcript costs,  
8 filing fees, or other associated costs if not recovered[. ]" The Agreement also offered the  
9 consumer the option of paying "\$45.00 plus costs per hour for paralegal services associated  
10 with the collection process." If the judgment award was larger than \$2,500, and the  
11 consumer/assignor provided Defendants information at the time of assignment regarding the  
12 debtor's employer or banks, the consumer/assignor would be paid "an additional 5% of the  
13 recovered principal award, provided that company skip tracing services were not required to  
14 confirm."

15           5.12   The Agreement promised that if, within 90 days from the assignment date, the  
16 Assignee "has not been able to locate non-exempt assets or failed to transcribe the case to the  
17 appropriate court in order to initiate post judgment supplemental collection procedures, the  
18 Assignee will re-assign the judgment back to the Assignor at no cost upon written request or at  
19 the discretion of the Assignee." The Agreement also provides GS with "sole discretion" to  
20 "suspend[ ] or stop[ ] the collection process."

21           5.13   Although Defendants claim they take an "absolute assignment" of the  
22 judgments, they do not. Despite use of the word "absolute" in Defendants' form assignment,  
23 the assignments are not absolute because Defendants agree to pay the original judgment  
24 creditor a percentage of what is collected. They are not purchasing the judgment outright.

25           5.14   An assignee, as legal owner of a judgment, may enforce a judgment in court if  
26 the assignee is the absolute owner of the judgment. However, if the original judgment creditor

1 retains any interest in the collection of the judgment, then the assignee is engaged in the  
2 unauthorized practice of law by appearing in court and filing pleadings in court to enforce the  
3 judgment.

4 5.15 Because the assignments of the small claims judgments that give rise to this  
5 Complaint are not absolute, Defendants can only act as an agent of the creditor. As such,  
6 Defendants cannot act to collect on the judgment by filing garnishment proceedings or other  
7 papers with the court, unless they retain an attorney to do so. Despite this, Defendants draft  
8 legal agreements, pleadings, and other court documents *pro se*, file these documents in court  
9 *pro se*, and appear in court *pro se* to collect on judgments.

10 5.16 By appearing in court and filing documents to collect on judgments in court  
11 proceedings as non-attorney agents of the consumers/assignors, Defendants engaged in the  
12 unauthorized practice of law.

13 5.17 When GS files court papers to enforce a judgment, it often files a power of  
14 attorney authorizing Brees to act on behalf of GS in court. However, a power of attorney does  
15 not give a person authority to practice law. A limited exception to this rule is that a non-  
16 lawyer can appear *pro se* on his own behalf, but he or she cannot represent another person,  
17 including a business entity.

18 5.18 Thus, even if the assignments of judgment were absolute judgments, and even if  
19 Defendants were not acting as agents of the consumers/assignors, but rather, acting to execute  
20 on judgments for which there was an absolute assignment, Defendants still engaged in the  
21 unauthorized practice of law when Brees appeared in court and filed documents *pro se* on  
22 behalf of GS and his other business entities.

23 5.19 Defendants further engaged in the unlicensed practice of law when they  
24 selected, completed, and/or drafted legal documents

25 5.20 On at least one occasion, Defendants filed an affidavit in court which was both  
26 signed and notarized by Brees. The affidavit, captioned "Affidavit of Limited Liability

1 Company Authority,” purported to authorize Brees to represent GS in court and was signed by  
2 Brees as president of GS. Brees’ signature was notarized by Brees. An affidavit is a sworn  
3 statement under oath or affirmation administered by a person authorized to do so: a notary,  
4 licensed pursuant to RCW 42.44. By definition, an individual cannot administer an oath to him  
5 or herself, and thus, such an affidavit is invalid.

6 5.21 Defendants know, or should have known, that their business practices are  
7 unlawful. In 2011, in an unpublished opinion, *Brees d/b/a The Judgment Recovery Group v.*  
8 *Sweet*, the Court of Appeals affirmed the trial court’s order removing Brees (then doing  
9 business as The Judgment Recovery Group) as assignee of a small claims judgment, which he  
10 was attempting to execute by obtaining writs of garnishment *pro se*. The Court of Appeals  
11 held that Brees did not have an absolute assignment of the judgment from the judgment  
12 creditor, because Brees could provide no evidence that the creditor had made a complete sale  
13 of the judgment to Brees. Without an absolute assignment, Brees was only acting as an agent  
14 for the creditor/assignor, and because Brees was not an attorney, he could not act as the  
15 assignor’s agent through the use of supplemental proceedings or writs of garnishment.

16 5.22 In the transaction at issue in *Brees v. Sweet*, Brees presented an  
17 “Acknowledgment of Assignment of Judgment” in which the judgment creditor “hereby  
18 transfer[red] irrevocably, without recourse, and assign[ed] all title, right, and interest in the  
19 [judgment against the debtor] to” Brees and in which the creditor/assignor “hereby authorize[d]  
20 [Brees] to recover, compromise, settle and enforcement said judgment and I withdraw all right  
21 and claim to the same.” The Court of Appeals held that because Brees could not provide any  
22 evidence that the assignor provided any consideration for the assignment, the assignment was  
23 not absolute.

24 5.23 Notwithstanding the Court of Appeals decision, Defendants represented, as  
25 alleged above, that their “post-judgment enforcement actions” are “legal” and “sanctioned by  
26 the courts[.]”



1           6.2    At various times relevant to this Complaint, Defendants have been licensed as  
2 collection agencies as required by RCW 19.16.110. During those time periods, Defendants were  
3 “licensees” within the meaning of RCW 19.16.100(9).

4           6.3    RCW 19.16.250(5) prohibits licensees and employees of licensees from  
5 performing any act or acts, either directly or indirectly, constituting the unauthorized practice of  
6 law.

7           6.4    Brees is not an attorney admitted to practice in the State of Washington. Nor, at  
8 any time relevant to the allegations herein, have Defendants employed, retained, or otherwise  
9 utilized the services of a licensed attorney to assist with their judgment recovery efforts in any  
10 way.

11           6.5    During the time periods when Defendants were licensees as defined by RCW  
12 19.16.100(9), they performed acts which directly or indirectly constituted the practice of law.  
13 These acts, as alleged herein, included selecting, completing and drafting legal documents and  
14 appearing in court and filing documents to collect on judgments in court proceedings as non-  
15 attorney agents of judgment creditors/assignors. Brees also engaged in the unauthorized practice  
16 of law when, as a non-lawyer, he appeared in court and filed documents *pro se* on behalf of GS  
17 and his other business entities. These acts and practices violated RCW 19.16.250(5).

18           6.6    The State requests that the Court declare that the acts and practices described  
19 above violate RCW 19.16.250(5), and, pursuant to RCW 19.16.460, enjoin and restrain  
20 Defendants from violating RCW 19.16.250(5).

21                                   **VII. SECOND CLAIM FOR RELIEF**  
22                   **(Violation of the Consumer Protection Act, RCW 19.86 – Per Se Unfair Acts or Practices**  
  **Based on Violation of RCW 19.16.250(5))**

23           7.1    The State realleges and incorporates by reference the allegations set forth in each  
24 of the preceding paragraphs of this Complaint.

25           7.2    To establish a CPA violation, the State must prove: (1) an unfair or deceptive act  
26 or practice; (2) that occurs in trade or commerce; and (3) that has a public interest impact. *See*

1 *State v. Kaiser*, 161 Wn. App. 705, 719, 254 P.3d 850 (2011). Unlike private litigants, the State is  
2 not required to prove causation or injury. *Id.*

3 7.3 Pursuant to RCW 19.16.440, the commission by a licensee or an employee of a  
4 licensee of an act or practice prohibited by RCW 19.26.250 are unfair acts or practices in the  
5 conduct of trade or commerce or unfair methods of competition for the purpose of the application  
6 of the CPA.

7 7.4 As alleged above, Defendants' unauthorized practice of law at times when  
8 Defendants were licensees as defined by RCW 19.16.100(9) violates RCW 19.16.250(5), and  
9 thus, is an unfair act or practice in the conduct of trade or commerce under the CPA.

10 7.5 Defendants' unfair practices affect the public interest because they had a uniform  
11 practice of engaging in practices that constituted the unauthorized practice of law when  
12 performing judgment recovery services that were marketed to Washington consumers.

13 7.6 The State requests that the Court declare that the acts and practices described  
14 above violate the CPA, and, pursuant to RCW 19.86.080(1), enjoin and restrain Defendants from  
15 violating the CPA.

16 **VIII. THIRD CLAIM FOR RELIEF**  
17 **(Violation of the Collection Agency Act, RCW 19.16.110 – Acting as a Collection Agency**  
**Without a License)**

18 8.1 The State realleges and incorporates by reference the allegations set forth in each  
19 of the preceding paragraphs of this Complaint.

20 8.2 RCW 19.16.110 prohibits any person from acting, assuming to act, or advertising  
21 as a collection agency, as defined by RCW 19.16, the Collection Agency Act, without having a  
22 valid collection agency license from the Washington State Department of Licensing.

23 8.3 At various times relevant to this complaint, Defendants have not had and/or  
24 maintained valid Washington collection agency licenses, yet have still advertised as collection  
25 agencies and acted as collection agencies.

26 8.4 Defendants are "persons" within the meaning of RCW 19.16.100(11).

1 8.5 Defendants' failure to obtain and/or maintain valid Washington collection agency  
2 licenses at all times when they advertised as collection agencies and/or acted as collection  
3 agencies violates RCW 19.16.110.

4 8.6 RCW 19.16.430 prohibits any person who operates as a collection agency in the  
5 State of Washington without a valid license issued pursuant to RCW 19.16 from charging or  
6 receiving any fee or compensation on any moneys received or collected while operating without a  
7 license.

8 8.7 The State requests that the Court declare that the acts and practices described  
9 above violate RCW 19.16.110, and, pursuant to RCW 19.16.460, enjoin and restrain Defendants  
10 from violating RCW 19.16.110.

11 **IX. FOURTH CLAIM FOR RELIEF**  
12 **(Violation of the Consumer Protection Act, RCW 19.86 – Per Se Unfair Acts or Practices**  
13 **Based on Violation of RCW 19.16.110)**

14 9.1 The State realleges and incorporates by reference the allegations set forth in each  
15 of the preceding paragraphs of this Complaint.

16 9.2 To establish a CPA violation, the State must prove: (1) an unfair or deceptive act  
17 or practice; (2) that occurs in trade or commerce; and (3) that has a public interest impact. *See*  
18 *State v. Kaiser*, 161 Wn. App. 705, 719, 254 P.3d 850 (2011). Unlike private litigants, the State is  
19 not required to prove causation or injury. *Id.*

20 9.3 Pursuant to RCW 19.16.440, the operation of a collection agency without a license  
21 as prohibited by RCW 19.16.110 is an unfair act or practice in the conduct of trade or commerce  
22 or unfair methods of competition for the purpose of the application of the CPA.

23 9.4 As alleged above, Defendants' advertising as collection agencies and acting as  
24 collection agencies at times when Defendants did not have a valid collection agency license  
25 violates RCW 19.16.110 and thus, is an unfair act or practice in the conduct of trade or commerce  
26 under the CPA.

1 9.5 Defendants' unfair practices affect the public interest because they had a uniform  
2 practice of representing that they were licensed collection agencies, and acting as collection  
3 agencies at times when they were not licensed.

4 9.6 The State requests that the Court declare that the acts and practices described  
5 above violate the CPA, and, pursuant to RCW 19.86.080(1), enjoin and restrain Defendants from  
6 violating the CPA.

7 **X. FIFTH CLAIM FOR RELIEF**  
8 **(Violation of the Consumer Protection Act RCW 19.86 – Unauthorized Practice of Law)**

9 10.1 Plaintiff realleges and incorporates by reference the allegations set forth in each of  
10 the preceding paragraphs of this Complaint.

11 10.2 Defendants are “persons” within the meaning of the Consumer Protection Act,  
12 RCW 19.86.010(1).

13 10.3 To establish a CPA violation, the State must prove: (1) an unfair or deceptive act  
14 or practice; (2) that occurs in trade or commerce; and (3) that has a public interest impact. *See*  
15 *State v. Kaiser*, 161 Wn. App. 705, 719, 254 P.3d 850 (2011). Unlike private litigants, the State is  
16 not required to prove causation or injury. *Id.*

17 10.4 Defendants' acts or practices occurred in “trade” or “commerce” within the  
18 meaning of the Consumer Protection Act, RCW 19.86.010(2).

19 10.5 An act or practice is deceptive for purposes of the CPA if it has the capacity to  
20 deceive a substantial portion of the public. *See Hangman Ridge Training Stables, Inc. v. Safeco*  
21 *Title Ins. Co.*, 105 Wn.2d 778, 785, 719 P.2d 531 (1986).

22 10.6 An act or practice may be unfair if it offends public policy, is unethical, oppressive  
23 or unscrupulous. *See Klem v. Washington Mut. Bank*, 176 Wn.2d 771, 295 P.3d 1179 (2013).

24 10.7 Defendants engaged in unfair and/or deceptive acts or practices within the  
25 meaning of RCW 19.86.020 by engaging in the unauthorized practice of law. These acts, as  
26 alleged herein, included selecting, completing and drafting legal documents and appearing in

1 court and filing documents to collect on judgments in court proceedings as non-attorney agents of  
2 judgment creditors/assignors. Brees also engaged in the unauthorized practice of law when, as a  
3 non-lawyer, he appeared in court and filed documents *pro se* on behalf of GS and his other  
4 business entities.

5 10.8 These acts and practices were deceptive because they had the capacity to deceive a  
6 substantial portion of the public. Potential customers for Defendants' judgment recovery services  
7 might reasonably believe that Defendants were qualified to provide the expertise that could be  
8 expected from a lawyer.

9 10.9 These acts and practices are unfair because they are unethical, oppressive, or  
10 unscrupulous.

11 10.10. Defendants' acts and practices were committed in the course of Defendants'  
12 business and were part of a generalized course of conduct. Defendants' acts and practices  
13 affected the public interest and therefore constitute unfair or deceptive acts or practices in trade or  
14 commerce in violation of RCW 19.86.020.

15 10.11 The State requests that the Court declare that the acts and practices described  
16 above violate the CPA, and pursuant to RCW 19.86.080(1), enjoin and restrain Defendants from  
17 violating the CPA.

18 **XI. SIXTH CLAIM FOR RELIEF**  
19 **(Violation of the Consumer Protection Act, RCW 19.86 – Misrepresentations in**  
20 **Solicitation Letters and on Website)**

21 11.1 Plaintiff realleges and incorporates by reference the allegations set forth in each of  
22 the preceding paragraphs of this Complaint.

23 11.2 Defendants are "persons" within the meaning of the Consumer Protection Act,  
24 RCW 19.86.010(1).

25 11.3 To establish a CPA violation, the State must prove: (1) an unfair or deceptive act  
26 or practice; (2) that occurs in trade or commerce; and (3) that has a public interest impact. *See*

1 *State v. Kaiser*, 161 Wn. App. 705, 719, 254 P.3d 850 (2011). Unlike private litigants, the State is  
2 not required to prove causation or injury. *Id.*

3 11.4 Defendants' acts or practices occurred in "trade" or "commerce" within the  
4 meaning of the Consumer Protection Act, RCW 19.86.010(2).

5 11.5 An act or practice is deceptive for purposes of the CPA if it has the capacity to  
6 deceive a substantial portion of the public. *See Hangman Ridge Training Stables, Inc. v. Safeco*  
7 *Title Ins. Co.*, 105 Wn.2d 778, 785, 719 P.2d 531 (1986).

8 11.6 An act or practice may be unfair if it offends public policy, is unethical, oppressive  
9 or unscrupulous. *See Klem v. Washington Mut. Bank*, 176 Wn.2d 771, 295 P.3d 1179 (2013).

10 11.7 Defendants engaged in unfair and/or deceptive acts or practices within the  
11 meaning of RCW 19.86.020 by making misrepresentations in their mailed solicitation letters and  
12 online that lacked substantiation and/or were false or misleading, including, but not limited to:  
13 statements that GS and/or Brees were licensed collection agencies at times when GS and/or Brees  
14 did not maintain active Washington collection agency licenses; statements that Defendants had an  
15 82% success rate; statements that Defendants' "legal post-judgment enforcement actions are  
16 sanctioned by the courts"; statements that Defendants had "judicial experience"; and statements  
17 that Defendants have "one of the nation's largest databases dedicated exclusively to developing  
18 case files (judgments) for successful enforcement proceedings." Defendants also engaged in  
19 unfair or deceptive acts or practices when they posted testimonials on their website for which they  
20 had no substantiation.

21 11.8 The statements set forth in Paragraph 11.7 above are deceptive because they had  
22 the capacity to deceive a substantial portion of the public.

23 11.9 The statements set forth in Paragraph 11.7 above are unfair because they are  
24 unethical, oppressive, or unscrupulous.

25 11.10 Defendants' acts and practices were committed in the course of Defendants'  
26 business and were part of a generalized course of conduct. Defendants' acts and practices

1 affected the public interest and therefore constitute unfair or deceptive acts or practices in trade or  
2 commerce in violation of RCW 19.86.020.

3 11.11 The State requests that the Court declare that the acts and practices described  
4 above violate the CPA, and pursuant to RCW 19.86.080(1), enjoin and restrain Defendants from  
5 violating the CPA.

6 **XII. SEVENTH CLAIM FOR RELIEF**  
7 **(Violation of the Consumer Protection Act, RCW 19.86 – Use of Invalid Affidavit to**  
8 **Execute on Judgments)**

9 12.1 Plaintiff realleges and incorporates by reference the allegations set forth in each of  
10 the preceding

11 12.2 Defendants are “persons” within the meaning of the Consumer Protection Act,  
12 RCW 19.86.010(1).

13 12.3 To establish a CPA violation, the State must prove: (1) an unfair or deceptive act  
14 or practice; (2) that occurs in trade or commerce; and (3) that has a public interest impact. *See*  
15 *State v. Kaiser*, 161 Wn. App. 705, 719, 254 P.3d 850 (2011). Unlike private litigants, the State is  
16 not required to prove causation or injury. *Id.*

17 12.4 Defendants’ acts or practices occurred in “trade” or “commerce” within the  
18 meaning of the Consumer Protection Act, RCW 19.86.010(2).

19 12.5 An act or practice is deceptive for purposes of the CPA if it has the capacity to  
20 deceive a substantial portion of the public. *See Hangman Ridge Training Stables, Inc. v. Safeco*  
*Title Ins. Co.*, 105 Wn.2d 778, 785, 719 P.2d 531 (1986).

21 12.6 An act or practice may be unfair if it offends public policy, is unethical, oppressive  
22 or unscrupulous. *See Klem v. Washington Mut. Bank*, 176 Wn.2d 771, 295 P.3d 1179 (2013).

23 12.7 Defendants engaged in unfair and/or deceptive acts or practices within the  
24 meaning of RCW 19.86.020, by filing at least one invalid affidavit in court which was both signed  
25 and notarized by Brees.



1 D. That the Court issue a permanent injunction prohibiting and restraining  
2 Defendants and their representatives, successors, assigns, officers, agents, servants, employees,  
3 and all other persons acting or claiming to act for, on behalf of, or in active concert or  
4 participation with Defendants from engaging in the unlawful conduct complained of herein.

5 E. That the Court issue a permanent injunction prohibiting and restraining  
6 Defendants and their representatives, successors, assigns, officers, agents, servants, employees,  
7 and all other persons acting or claiming to act for, on behalf of, or in active concert or  
8 participation with Defendants from charging or receiving any fee or compensation on any  
9 moneys received or collected in connection with collection activity in Washington while  
10 operating without a collection agency license, pursuant to RCW 19.16.430.

11 F. That the Court assess civil penalties, pursuant to RCW 19.86.140, of two  
12 thousand dollars (\$2,000) per violation against Defendants for each and every violation of  
13 RCW 19.86.020;

14 G. That the Court make such orders pursuant to RCW 19.86.080 as it deems  
15 appropriate to restore to any business, other entity or person in interest any moneys or  
16 property, real or personal, which may have been acquired by Defendants by means of an act  
17 prohibited by the Consumer Protection Act;

18 H. That the Court make such orders pursuant to RCW 19.86.080 to provide that the  
19 State recovers the costs of this action, including reasonable attorneys' fees;

20 I. That the Court grant the State leave to amend the Complaint to conform to the  
21 evidence presented at trial; and

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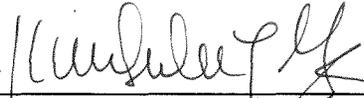
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1 J. That the Court enter such other and further relief as the Court may deem  
2 equitable, just and proper.

3 DATED this 2nd day of November, 2015.

4  
5 ROBERT W. FERGUSON  
6 Attorney General

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9 KIMBERLEE GUNNING WSBA #35366  
10 Assistant Attorney General  
11 Attorney for Plaintiff, State of Washington  
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