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Hearing Date: 1/18/08
Time: 10:00 a.m.

The Honorable Steven Gonzales

STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON,

Plaintiff,

v.

INTERNET ADVANCEMENT, INC.,
d/b/a 4GREATBUYS.COM, a
Washington for-profit corporation;
TODD WICKHAM, Chief Executive
Officer of INTERNET
ADVANCEMENT, INC., individually
and on behalf of his marital community;
KEN COMMITTEE, President of
INTERNET ADVANCEMENT, INC.,
individually and on behalf of his marital
community; and ERNESTO
VILLAMOR, Secretary and Treasurer
of INTERNET ADVANCEMENT,
INC., individually and on behalf of his
marital community,

Defendants.

NO. 04-2-20187-0SEA

PETITION FOR ENFORCEMENT OF
STIPULATED JUDGMENT

Plaintiff, State of Washington, petitions the Court for enforcement of a Stipulated Judgment entered in this matter on August 11, 2004. Pursuant to Chapter 19.86 RCW, the State of Washington alleges that defendants Internet Advancement, Inc., d/b/a 4Greatbuys.com; Todd Wickham, individually, and on behalf of his marital community; Ken Committee, individually, and on behalf of his marital community; and Ernesto Villamor, individually, and on behalf of his marital community (hereinafter referred to as "defendants") have committed violations of the injunctive provisions of the August 11, 2005 Stipulated

COPY

1 Judgment. A copy of the Stipulated Judgment, signed by Court Commissioner Kimberly D.
2 Prochnau, is attached hereto as Exhibit 1.

3 **I. FACTS**

4 Defendants are engaged in the business of providing search engine optimization
5 services. Businesses which market and sell products over the Internet often rely on search
6 engines to lead potential customers to their websites and therefore hire search engine
7 optimizers with the goal of improving traffic to their website. According to defendants, 90%
8 of users “never view sites listed under #20 on the Search Engine Rankings,” and the higher a
9 ranking, the more traffic a website will generate. <http://web.archive.org/web/20061107111225>
10 <http://internetadvancement.com>, defendants’ website, November 7, 2006. Defendants’ search
11 engine optimization service purports to guarantee top twenty-five rankings on major search
12 engines such as Yahoo, Google and AOL. Id. In return for payments varying from \$999.00 to
13 \$3,000.00 in “set-up” fees, in addition to a monthly fee of \$149.00, they offer a variety of
14 search engine optimization packages for their clients. These packages include but are not
15 limited to ongoing submission to major search engines; researching clients’ products, markets
16 and competition; researching and advising clients about the use and relevance of key words;
17 and providing ranking reports to clients. <http://www.internetadvancement.com/services.php>,
18 defendants’ website, October 1, 2007.

19 On August 11, 2004, the State of Washington acting through the Office of the Attorney
20 General, filed a lawsuit against defendants for violations of the Consumer Protection Act,
21 RCW 19.86 *et seq.* and the Unsolicited Electronic Mail Act, RCW 19.190, *et seq.* The
22 Complaint alleged that numerous aspects of defendants’ Internet search engine optimization
23 business constituted unfair and deceptive practices. Specifically, the State alleged that
24 defendants made numerous misrepresentations in the context of their marketing and sale of
25 search engine optimization services; failed to honor guarantees and refunds as contractually
26 promised; made unauthorized charges to consumer credit cards; failed to provide contractually

1 required ranking reports; unfairly structured the terms of cancellation; and provided poor
2 customer service. The original lawsuit by the Attorney General was spurred by the receipt of
3 over 100 consumer complaints received by the Federal Trade Commission, the Better Business
4 Bureau, and the Attorney General's Office.

5 After protracted negotiations with defendants, the lawsuit was settled with a Stipulated
6 Judgment. A number of injunctive provisions were ordered as part of the Judgment. These
7 injunctions, described under the section entitled "Judgment and Decree," *See* Exhibit 1, pp. 9-
8 13, list several prohibited practices including but not limited to making misrepresentations,
9 failing to disclose all material contract terms, making improper money-back offers, failing to
10 respond promptly to consumer requests, failing to cancel consumer accounts, improperly
11 billing and charging consumer accounts, and failing to grant refunds. Pursuant to the terms of
12 the Stipulated Judgment, the Court retained jurisdiction over the parties "for the purpose of
13 enabling any party to this Decree to apply to the Court at any time for the enforcement of
14 compliance therewith, the punishment of violations thereof, or the modification or clarification
15 thereof." *See* Exhibit 1, p.15, Paragraph 6.3.

16 Since entry of the Stipulated Judgment, defendants have consistently continued to
17 engage in the unlawful acts which gave rise to the original lawsuit. The frequency of
18 complaints has remained regular and consistent. From October 28, 2004 through August 1,
19 2007, the Attorney General's Office received 60 consumer complaints against defendants,
20 which reference practices that occurred after entry of the Stipulated Judgment. *See* Exhibit 2,
21 Matrix of Complaints, and Exhibit 4, Declaration of MaryBeth Haggerty-Shaw. These
22 complaints allege the same practices alleged in the State's original Complaint. Defendants
23 have systematically ignored the provisions of the Stipulated Judgment, and have repeatedly
24 violated its terms. Accordingly, plaintiff, State of Washington, now seeks enforcement of the
25 terms of the Stipulated Judgment and requests that the Court unsuspend the civil penalties of
26 \$25,000.00 that were suspended upon condition of compliance with the terms of the Stipulated

1 Judgment, impose additional civil penalties pursuant to RCW 19.86.140, and award the costs
2 and fees resulting from plaintiff's enforcement action.

3 **II. DEFENDANTS HAVE VIOLATED THE EXPRESS TERMS OF THE**
4 **STIPULATED JUDGMENT**

5 **A. Defendants have consistently made misrepresentations in the context of their sale,**
6 **advertising and delivery of services.**

7 In repeated instances, defendants have made misrepresentations in the context of the
8 sale, advertising and delivery of services. Specifically, defendants have misrepresented their
9 ability to provide top search engine rankings; their use of key words and phrases; their ability
10 to increase traffic and profits for consumers' websites; and the existence and nature of
11 consumer complaints filed against their company. In total, 39 consumer complaints received
12 by the Attorney General's office report misrepresentations that occurred after entry of the
13 Stipulated Judgment.¹ See Exhibit 2, Matrix of Complaints, and Exhibit 4, Declaration of
14 MaryBeth Haggerty-Shaw. These misrepresentations violate Paragraph 4.6(a) of the Stipulated
15 Judgment, which prohibits defendants from "making any misrepresentations in the context of
16 their sale, advertising or delivery of services." See Exhibit 1, p. 9, Paragraph 4.6(a).
17
18

19 ¹ See Exhibit 10, Complaint of Charlene Harrison; Exhibit 14, Complaint of Arlis Billie Call; Exhibit 7,
20 Complaint of Dale K. Tibbs; Exhibit 8, Complaint of Keith Marshall; Exhibit 22, Complaint of Richard Monroe;
21 Exhibit 20, Complaint of Lorna Hope Pfluke; Exhibit 25, Complaint of Kevin Paul Roth; Exhibit 12, Complaint
22 of Antoinette Royster; Exhibit 32, Complaint of Janice White; Exhibit 6, Complaint of Neil V. Brown; Exhibit 21,
23 Complaint of Geoff Ferdon; Exhibit 26, Complaint of Catherine Kleinsmith; Exhibit 27, Complaint of Noah
24 Rollin Varness; Exhibit 11, Complaint of Natasha Fix; Exhibit 13, Complaint of Fred Koster; Exhibit 9,
25 Complaint of Rebecca Ledogar; Exhibit 28, Complaint of Claudia Naragon; Exhibit 18, Complaint of Peter R.
26 Zacarelli; Exhibit 33, Complaint of Anthony V. Banister; Exhibit 34, Complaint of Gary Wayne Shue; Exhibit 17,
Complaint of Sheree Martinez; Exhibit 15, Complaint of Jim LeVan; Exhibit 16, Complaint of Kelly S. Wagoner;
Exhibit 41, Complaint of Charlene Avalos; Exhibit 42, Complaint of Carole R. Beins; Exhibit 43, Complaint of
George Borowski; Exhibit 44, Complaint of Robert Bruce; Exhibit 45, Complaint of Paul Crenshaw; Exhibit 46,
Complaint of Christine K. Floravanti; Exhibit 47, Complaint of Dan Golden; Exhibit 48, Complaint of Arthur J.
Kingdom; Exhibit 49, Complaint of David M. Klein; Exhibit 50, Complaint of Jan Knittle; Exhibit 51, Complaint
of Kurt E. Malerich; Exhibit 52, Complaint of Bonnie Spring; Exhibit 53, Complaint of Martha A. Stott; Exhibit
54, Complaint of Bruce France and Exhibit 55, Complaint of Tammy McArdle.

1 **1. Defendants made misrepresentations regarding their ability to provide top**
2 **search engine rankings.**

3 Defendants have repeatedly misrepresented their ability to provide top search engine
4 rankings. Defendants promise consumers that they will generate high placement in major
5 search engines, such as top-twenty, top-ten, and even number-one rankings. However,
6 consumers overwhelmingly report that they see no improvement in their website rankings.

7 For instance, consumer Peter Zacarelli reported that “After several months not only did
8 my business website not get higher placement or rankings, but it dropped entirely off the
9 engine searches.” *See* Exhibit 18, Complaint of Peter Zacarelli. In total, 24 consumer
10 complaints received by the Attorney General’s office since October 28, 2004 report that
11 defendants did not achieve the promised website rankings.²

12 **2. Defendants made misrepresentations regarding their use of key words and**
13 **phrases.**

14 Typically, search engine optimization services agree to achieve high search engine
15 rankings for only certain specified key words or phrases. For example, a website that sells
16 mugs may contract with a search engine optimization service to improve its rankings for the
17 key word “mug” and also for the key phrase “red sixteen ounce coffee mug.” If the
18 optimization is successful, then typing the key word “mug” or key phrase “red sixteen ounce
19 coffee mug” into the search engine will yield search results that include the mug website.
20 However, typing in other words or phrases, such as “blue hot chocolate mug” or “coffee cup”

21
22 ² *See* Exhibit 17, Complaint of Sheree Martinez; Exhibit 7, Complaint of Dale K. Tibbs; Exhibit 20,
23 Complaint of Lorna Hope Pfluke; Exhibit 25, Complaint of Kevin Paul Roth; Exhibit 6, Complaint of Neil V.
24 Brown; Exhibit 21, Complaint of Geoff Ferdon; Exhibit 26, Complaint of Catherine Kleinsmith; Exhibit 28,
25 Complaint of Noah Rollin Varness; Exhibit 12, Complaint of Natasha Fix; Exhibit 30, Complaint of Claudia
26 Naragon; Exhibit 18, Complaint of Peter Zacarelli; Exhibit 15, Complaint of Jim LeVan; Exhibit 16, Complaint of
Kelly S. Wagoner; Exhibit 34, Complaint of Gary Wayne Shue; Exhibit 51, Complaint of Kurt R. Malerich;
Exhibit 42, Complaint of Carole Beins; Exhibit 43, Complaint of George Borowski, Exhibit 45, Complaint of Paul
Crenshaw, Exhibit 47, Complaint of Dan Golden; Exhibit 48, Complaint of Arthur Kingdom; Exhibit 49,
Complaint of David Klein; Exhibit 52, Complaint of Bonnie Spring; Exhibit 54, Complaint of Bruce France;
Exhibit 53, Complaint of Martha Stout and Exhibit 55, Complaint of Tammy McArdle.

1 will not yield results that include the mug website, because the optimization service has not
2 situated the website to generate results for these key words and phrases.

3 Typically, it is difficult to generate results for popular key words and phrases. Because
4 so many web pages contain popular key words and key phrases, competition for search results
5 is extremely keen. For example, there might be over 5 million websites that contain the
6 keyword “mug” but only ten websites that contain the key phrase “red sixteen ounce coffee
7 mug.” As a result, generating top search engine results for the word “mug” would require that
8 one website beat out 5 million others. However, generating top search engine results for the
9 phrase “red sixteen ounce coffee mug” would involve little or no effort, because all ten
10 websites in this key word category are already ranked.

11 Defendants guarantee that the “Client will obtain at least a top ten placement on one or
12 more of Client’s ‘Key Words’ or ‘Key Word Phrases.’” See Exhibit 3, Terms and Conditions,
13 Paragraph 3.1. On several occasions, defendants told consumers that they would generate high
14 rankings for certain agreed-upon key words; but when consumers later received ranking
15 reports, they discovered that defendants used different key words and phrases.³ These different
16 key words and phrases were sometimes irrelevant to the consumers’ websites and therefore
17 drew visits from users who were not interested in purchasing the websites’ products. In other
18 instances, these key words and phrases were so unusual, that extremely few users entered these
19 words into search engines, causing visits to consumer websites to decline. Consumers
20 frequently claimed that they received fewer visits, or that their visits stopped after contracting
21 with defendants.⁴ Ultimately, the result of defendants’ misrepresentations was that consumers’
22 websites gained higher rankings but fewer visits from interested customers.

23
24 ³ See Exhibit 89, Complaint of Keith Marshall; Exhibit 9, Complaint of Rebecca Ledogar; Exhibit 11,
Complaint of Natasha Fix; Exhibit 42, Complaint of Carole R. Beins; Exhibit 49, Complaint of David M. Klein;
25 and Exhibit 50, Complaint of Jan Knittle.

26 ⁴ See Exhibit 10, Complaint of Charlene Harrison; Exhibit 6, Complaint of Neil V. Brown; Exhibit 7,
Complaint of Dale K. Tibbs; Exhibit 22; Complaint of Richard Monroe; Exhibit 18, Complaint of Peter Zacarelli;

1 For example, Keith Marshall explained that defendants “used key words that I don’t
2 have on my site.” The key words and phrases chosen by defendants were terms that had very
3 few if anyone typing these terms in. With this they could get the top ranking that they
4 promised, but these words were not relevant to the site. See Exhibit 8, Complaint of Keith
5 Marshall. Mr. Marshall called defendants and requested them to change the key words in order
6 to make them an accurate reflection of his website, but defendants refused, claiming that they
7 could not get good rankings if they used other key words. *Id.*

8 **3. Defendants made misrepresentations regarding their ability to increase**
9 **traffic and profits for consumers’ websites.**

10 Defendants misrepresented their ability to increase traffic and profits for consumer
11 websites.⁵ In many instances, after consumers purchase defendants’ services, both website
12 visits and profits fail to improve. In fact, many consumers report that visits dramatically
13 decrease.

14 For example, defendants’ telemarketing sales representative, Kevin, called Charlene
15 Harrison in September 2005 and promised her that if she bought their service, she would get
16 more traffic on her website. However, shortly after signing the contract, Ms. Harrison stopped
17 getting visits: “I lost all the hits I was getting, and I never did get any more.” See Exhibit 10,
18 Complaint of Charlene Harrison. Defendants also promised more visits to Richard Monroe.
19 “The Internet Advancement sales pitch promised to increase the sales of our website by
20 increasing the number of hits to our site.” However, Mr. Monroe reports that after hiring
21 defendants, he experienced a “major decrease in both visitors and sales.” See Exhibit 22,
22 Complaint of Richard Monroe.

23 Exhibit 35, Complaint of Robert S. Veinot; Exhibit 45, Complaint of Paul Crenshaw and Exhibit 9, Complaint of
24 Rebecca Ledogar.

25 ⁵ See Exhibit 10, Complaint of Charlene Harrison; Exhibit 7, Complaint of Dale K. Tibbs; Exhibit 22,
26 Complaint of Richard Monroe; Exhibit 11, Complaint of Natasha Fix; Exhibit 33, Complaint of Anthony V.
Banister; Exhibit 45, Complaint of Paul Crenshaw; Exhibit 49, Complaint of David M. Klein and Exhibit 55,
Complaint of Tammy McArdle.

1 **4. Defendants made misrepresentations regarding consumer complaints.**

2 Defendants misrepresented the existence and nature of consumer complaints filed
3 against their company. Several consumers complained that when they were solicited by
4 defendants, they represented themselves to be in good standing with the Better Business
5 Bureau and the Attorney General's Office, when in fact they were not.⁶ For example, when
6 consumer Antoinette Royster asked defendants whether the company had any complaints with
7 the Better Business Bureau or any other agencies, defendant's sales representative, Kris, stated
8 "No, our company was incorporated in 2001, [has] been in business a total of seven years, with
9 over 4,000 clients...and *with no complaints.*" (Emphasis added). See Exhibit 12, Complaint of
10 Antoinette Royster. In fact, the Better Business Bureau, the Attorney General's Office, and the
11 Federal Trade Commission have received well over one hundred complaints regarding
12 defendants' unfair and deceptive business practices. Similarly, when consumer Fred Koster
13 asked defendants about complaints listed on the Better Business Bureau website, they
14 suggested that the website was inaccurate, because the Better Business Bureau had not updated
15 their records. See Exhibit 13, Complaint of Fred Koster.

16 **B. Defendants have failed to disclose, clearly and conspicuously, all material contract**
17 **terms before prospective customers have agreed to be charged for any of**
18 **defendants' services and have misrepresented the terms of their written contracts**
19 **in oral statements.**

20 Defendants' telemarketing sales representatives cold-call prospective customers and
21 coax them into purchasing defendants' services by selectively highlighting favorable portions
22 of their written contract and misrepresenting its other unfavorable portions. In several
23 instances, sales representatives have blatantly misrepresented terms of the written contract,
24 failed to mention its material provisions, misrepresented the obligations of consumers, and
25 made promises which exceed its written terms. Consumers have signed contracts solely based

26

⁶ See Exhibit 14, Complaint of Arlis Billie Call; Exhibit 20, Complaint of Lorna Hope Pfluke; Exhibit 12,
Complaint of Antoinette Royster; Exhibit 13, Complaint of Fred Koster; Exhibit 7 Complaint of Dale K. Tibbs;
Exhibit 11, Complaint of Natasha Fix and Exhibit 6, Complaint of Neil Brown.

1 on salespersons' verbal representations, only to later discover that the written contract
2 provisions differ substantially from the verbal representations. These practices violate
3 Paragraphs 4.6(c), 4.6(i), 4.6(b) and 4.6(p) of the Stipulated Judgment, which respectively
4 prohibit defendants from "failing to disclose, clearly and conspicuously, all material contract
5 terms before prospective customers have agreed to be charged for any of defendants' services,"
6 from "failing to clearly, conspicuously, and unambiguously disclose all material terms in their
7 contract," from "misrepresenting the contractual obligations of customers or prospective
8 customers," and from "misrepresenting the terms of their written contract in oral statements,
9 advertising, or through other means." See Exhibit 1; p.9, Paragraph 4.6(c); p.12, Paragraph
10 4.6(i); p.9, Paragraph 4.6(b); p.13, Paragraph 4.6(p).

11 For example, defendants' salesperson, Kevin, contacted Charlene Harrison in
12 September 2005 and guaranteed that he could position her website on the first page of Google
13 and generate more traffic for her website. Additionally, Kevin promised Ms. Harrison that if
14 she was not satisfied for any reason, she could get a full refund at any time, with no conditions.
15 Ms. Harrison confirmed with Kevin: "I can get my money back any time, if I see it is not
16 working, or change my mind?" Kevin replied, "Yes." See Exhibit 10, Complaint of Charlene
17 Harrison. These verbal representations both concealed and patently misrepresented particular
18 material terms of the written contract. For example, the contract only guaranteed a top-twenty
19 placement on any four of fifteen major search engines within 108 days; it did not guarantee to
20 put Ms. Harrison's website on the first page of Google. Also, the contract contained a
21 disclaimer regarding traffic: "We cannot warrant that someone will click on your site,"
22 contrary to Kevin's guarantee to generate more traffic for Ms. Harrison's website. Finally, the
23 contract only guaranteed a 50% refund if the website was not placed in the top-twenty
24 positions of at least four major search engines in 108 days contrary to Kevin's guarantee of a
25 full unconditional refund at any time if Ms. Harrison was not satisfied. See Exhibit 10,
26 Contract of Charlene Harrison.

1 Numerous other consumers have filed complaints alleging misrepresentations of and
2 failure to disclose material terms of the contract.⁷ See Exhibit 2, Matrix of Complaints.

3 **C. Defendants have failed to provide ranking reports, as contractually agreed.**

4 Defendants' contracts typically agree to prepare and deliver quarterly reports, "listing
5 the search engines on which the Client's web page domain or URL ... is ranked highest." See
6 Exhibit 3, Services Agreement. However, defendants have consistently failed to provide such
7 ranking reports, in violation of Paragraph 4.6(n) of the Stipulated Judgment, which enjoins
8 defendants from "failing to provide ranking reports or other services that are contractually
9 agreed to." See Exhibit 1, p.13, Paragraph 4.6(n). Since October 28, 2004, ten consumers
10 have complained that they did not receive contractually agreed-upon ranking reports.⁸ See
11 Exhibit 2, Matrix of Complaints and Exhibit 4, Declaration of MaryBeth Haggerty-Shaw. For
12 instance, Keith Marshall reports that, "I didn't receive a ranking report unless I called and
13 requested one." See Exhibit 8, Complaint of Keith Marshall. Similarly, Richard Monroe did
14 not receive a timely ranking report until he sent a barrage of emails requesting one. See
15 Exhibit 22, Complaint of Richard Monroe.

16 **D. Defendants have made money-back offers to refund one-half of set-up and
17 administration fees without complying with the requirements of Paragraph 4.6(d)
18 of the Stipulated Judgment.**

19 One of the complaints that gave rise to the original lawsuit was defendants' failure to
20 honor a "money back guarantee" and adequately disclose its limitations. The Stipulated
21 Judgment was crafted to specify with particularity the terms under which defendants could
22 offer a guarantee so that consumers could understand its terms. Only if the terms were

23 ⁷ See Exhibit 10, Complaint of Charlene Harrison; Exhibit 17, Complaint of Sheree Martinez; Exhibit 7,
24 Complaint of Dale K. Tibbs; Exhibit 23, Complaint of Annette Hiott; Exhibit 8, Complaint of Keith Marshall;
25 Exhibit 6, Complaint of Neil V. Brown; Exhibit 11, Complaint of Natasha Fix; Exhibit 33, Complaint of Anthony
26 V. Banister; Exhibit 29, Complaint of Celest Liardo and Exhibit 56, Complaint of Preston Smith.

⁸ See Exhibit 111 Complaint of Natasha Fix; Exhibit 22, Complaint of Richard Monroe; Exhibit 8,
Complaint of Keith Marshall; Exhibit 38, Complaint of Anna Bearden; Exhibit 9, Complaint of Rebecca Ledogar;
Exhibit 36, Complaint of Linda Kelly; Exhibit 53, Complaint of Martha Stout; Exhibit 30, Complaint of Linda
Thomas; Exhibit 51, Complaint of Kurt E. Malerich and Exhibit 57, Complaint of Christopher Ray.

1 specified and disclosed could defendants offer the guarantee. Accordingly, Paragraph 4.6(d) of
2 the Stipulated Judgment enjoins defendants from “making any money-back offers”, but allows
3 them to “make an offer to refund one half of the set-up and administration fees,” if they
4 comply with specific, enumerated conditions. See Exhibit 1, p. 9, Paragraph 4.6(d).
5 Specifically, these conditions require defendants to clearly disclose the refund policy; not
6 charge monthly maintenance fees until promised rankings have been achieved; make a
7 reasonable effort to provide services and maintain a record of such efforts; and provide a
8 refund to customers for whom the promised results have not been achieved. *Id.* Defendants
9 have contravened Section 4.6(d) of the Stipulated Judgment by making money-back offers to
10 refund one-half of set-up and administration fees without complying with these specified
11 conditions.

12 **1. Defendants have not clearly disclosed to customers that the refund is**
13 **limited to half of the set-up fee and administrative fees.**

14 Paragraph 4.6(d)(ii) requires that defendants must “in any oral sales communication to
15 customers or prospective customers which references the availability of a refund, clearly
16 disclose the fact that the refund is limited to half of the set-up fee and administrative fees, and
17 must do so immediately after the refund is orally referenced.” See Exhibit 1, p.9, Paragraph
18 4.6(d)(ii). Not only have defendants failed to disclose that the refund is limited to half of the
19 set-up and administrative fees, defendants have blatantly misrepresented the amount of the
20 refund to be one hundred percent of the set-up and administrative fees.⁹ For instance,
21 defendants’ sales representative contacted Natasha Fix on February 16, 2005 and told her that
22 she would get back “every cent” of her payments, if she was not satisfied with defendants’
23 work. See Exhibit 11, Complaint of Natasha Fix. Similarly, defendants’ sales representative
24 told Charlene Harrison in September 2005 that she could get a full refund if she was not

25 ⁹ See, Exhibit 10, Complaint of Charlene Harrison; Exhibit 11, Complaint of Natasha Fix; Exhibit 7,
26 Complaint of Dale K. Tibbs; Exhibit 17, Complaint of Sheree Martinez; Exhibit 6, Complaint of Neil V. Brown
and Exhibit 45, Complaint of Paul Crenshaw.

1 satisfied, “no questions asked.” *See* Exhibit 10, Complaint of Charlene Harrison. These
2 misrepresentations misled consumers into believing they had nothing to lose. They clearly
3 violate Paragraph 4.6(d)(ii) of the Stipulated Judgment.

4 **2. Defendants have charged monthly maintenance and other monthly fees**
5 **before the promised rankings have been achieved.**

6 Paragraph 4.6(d)(iii) of the Stipulated Judgment requires that if they offer a refund,
7 defendants must not charge monthly maintenance, or other monthly fees until the promised
8 rankings are achieved, or the customer affirms in writing that: 1) the promised results have not
9 been completely achieved; 2) defendants’ partial performance is sufficient to fulfill the terms
10 of the contract to the customers satisfaction; and 3) the customer agrees to incur the monthly
11 maintenance charge or other monthly fees and is not entitled to a refund.” *See* Exhibit 1, p.10,
12 Paragraph 4.6(d)(iii). Defendants have violated Paragraph 4.6(d)(iii) by charging monthly
13 maintenance fees before achieving promised rankings, and without getting written permission
14 from the customer to make such charges. The Attorney General’s Office has received several
15 complaints reporting that defendants, subsequent to the Stipulated Judgment, charged
16 unauthorized monthly maintenance fees.¹⁰ *See* Exhibit 2, Matrix of Consumer Complaints and
17 Exhibit 4, Declaration of MaryBeth-Haggerty-Shaw. In one instance, defendants prematurely
18 charged a consumer monthly service fees and then falsely claimed that they had not made such
19 charges. *See* Exhibit 15, Complaint of Jim LeVan.

20 **E. Defendants have failed to respond promptly to consumers’ complaints, requests**
21 **for fulfillment guarantees, refunds, and other requests for service or information.**

22 Defendants have failed to respond promptly to consumer requests, complaints and
23 inquiries, and in some instances have failed to respond at all. Before consumers sign their
24 contracts, defendants give the appearance of being readily available and responsive to

25 ¹⁰ *See*, Exhibit 15, Complaint of Jim LeVan; Exhibit 10, Complaint of Charlene Harrison; Exhibit 27,
26 Complaint of Noah Rollin Varness; Exhibit 11, Complaint of Natasha Fix; Exhibit 38, Complaint of Anna
Bearden; Exhibit 45, Complaint of Paul Crenshaw and Exhibit 30, Complaint of Linda Thomas.

1 consumer needs. Defendants solicit new customers through emails and phone calls and
2 maintain frequent, consistent contact with consumers until they agree to purchase defendants'
3 services. However, after consumers sign contracts with defendants, their conduct abruptly
4 changes and they become difficult or impossible to reach. These actions violate Paragraph
5 4.6(e) of the Stipulated Judgment, which prohibits defendants from "failing to respond
6 promptly to consumers' requests for fulfillment of any guarantees, refund provisions in
7 defendants' contracts, complaints, or other requests for service or information." *See* Exhibit 1,
8 p.11, Paragraph 4.6(e). The injunction deems that a response by defendants is "prompt" if it is
9 addressed in a professional manner within three business days of the consumers' initial contact.

10 *Id.*

11 Defendants' treatment of Charlene Harrison exemplified this conduct. Defendants'
12 sales representative, Kevin, contacted Charlene Harrison in July 2005 and promised to generate
13 more website traffic and a first-page ranking on Google. He also guaranteed that defendants
14 would provide full customer service and support any time she needed it. Ms. Harrison
15 maintained contact with Kevin and eventually signed a contract with him on September 9,
16 2005, largely "because he said I could get a refund, *any time I wanted to.*" (Emphasis added).
17 Shortly after signing the contract and making her first payment, Ms. Harrison stopped
18 receiving visits on her website and therefore contacted Kevin to inquire about the status of her
19 account. She called Kevin at least five times in October and left messages for him to call her,
20 but she never received a response. *See* Exhibit 10, Complaint of Charlene Harrison. In
21 another instance, Kelly S. Wagoner purchased defendants' services in July 2005. When
22 defendants did not fulfill their guarantee, Ms. Wagoner asked for a refund, but they did not
23 respond to her requests. "I have asked for months for my money back and not to work with
24 them anymore, but I am completely ignored." *See* Exhibit 16, Complaint of Kelly S. Wagoner.

25 In several instances, defendants have conditioned their prompt response to a consumer
26 request upon the consumer's not filing or withdrawing a complaint with the Attorney General.

1 For instance, when Sheree Martinez was unable to obtain a refund and told defendants that she
2 might contact the Attorney General's Office, defendants replied that, "If you do that, then we
3 cannot work on your refund." See Exhibit 17, Complaint of Sheree Martinez. Similarly, after
4 Neil V. Brown could not get a response from defendants, he filed a complaint with the
5 Attorney General's Office. Defendant's employee Jason Carter then called Mr. Brown and told
6 him that he would be liable for the full balance of \$2400 if he did not retract his complaint.
7 See Exhibit 6, Complaint of Neil V. Brown.

8 Since August 23, 2004, numerous consumers have filed complaints with the Attorney
9 General's Office regarding defendants' failure to respond, in violation of Paragraph 4.6(e) of
10 the Stipulated Judgment.¹¹ See Exhibit 2, Matrix of Complaints and Exhibit 4, Declaration of
11 MaryBeth Haggerty-Shaw.

12 **F. Defendants have represented, in violating the Stipulated Judgment, that**
13 **consumers are not entitled to a refund because of alleged changes made to their**
14 **own sites.**

15 When the State initially sued defendants, one of their defenses was that they were not
16 able to fulfill promised rankings because consumers performed their own technical changes to
17 their web pages, and that these changes prevented the rankings from materializing. The
18 purpose of Paragraph 4.6(k) of the Stipulated Judgment was to shift the burden of proof to
19 defendants to prove that the consumers made changes to their websites as a condition of
20 asserting this practice as a defense to non-performance. Specifically, Paragraph 4.6(k) bars

21 ¹¹ See Exhibit 10, Complaint of Charlene Harrison; Exhibit 17, Complaint of Sheree Martinez; Exhibit 7,
22 Complaint of Dale K. Tibbs; Exhibit 8, Complaint of Keith Marshall; Exhibit 20, Complaint of Lorna Hope
23 Pfluke; Exhibit 6, Complaint of Neil V. Brown; Exhibit 27, Complaint of Noah Rollin Varness; Exhibit 24,
24 Complaint of Cindy Dutcher; Exhibit 11, Complaint of Natasha Fix; Exhibit 13, Complaint of Fred Koster;
25 Exhibit 36, Complaint of Linda L. Kelly; Exhibit 33, Complaint of Anthony V. Banister; Exhibit 37, Complaint of
26 Jack Wheeler; Exhibit 34, Complaint of Gary Wayne Shue; Exhibit 39, Complaint of Cherie L. Goldberg; Exhibit
40, Complaint of John A. Hazelton; Exhibit 57, Complaint of Christopher Ray; Exhibit 41, Complaint of Charlene
Avalos; Exhibit 43, Complaint of George Borowski; Exhibit 45, Complaint of Paul Crenshaw; Exhibit 50,
Complaint of Jan Knittle; Exhibit 53, Complaint of Martha Stott; Exhibit 55, Complaint of Tammy McArdle;
Exhibit 58, Complaint of Clarence Scroggins; Exhibit 30, Complaint of Linda Thomas; Exhibit 16, Complaint of
Kelly Wagoner; Exhibit 32, Complaint of Janice White; Exhibit 59, Complaint of Fred Caress and Exhibit 23,
Complaint of Annette Hiott.

1 defendants from “representing that a consumer is not entitled to a refund because he or she has
2 purportedly performed changes or allowed changes to the source code of the consumer’s web
3 page, unless defendants can prove that such changes were made through a sworn statement of a
4 third party technical expert unrelated to defendants.” See Exhibit 1, p.12, Paragraph 4.6(k).
5 (emphasis added).

6 Defendants have violated Paragraph 4.6(k) by denying refunds and improperly shifting
7 blame to consumers. On at least two occasions defendants have denied consumers refunds by
8 alleging that the consumer changed key words, incorrectly installed metatags and improperly
9 installed the source code.¹² In neither of these situations did defendants prove, through a
10 sworn statement of an unrelated third party technical expert, that the consumer was at fault for
11 technical problems.

12 **G. Defendants have placed charges on consumers’ credit cards without authorization**
13 **to do so, and have exceeded consumers’ contractually-agreed limitations on**
14 **authorized charges.**

15 On multiple occasions, defendants have charged consumer credit cards without proper
16 authorization. These practices violate Paragraph 4.6(g) of the Stipulated Judgment, which
17 prohibits defendants from “placing charges on consumers’ credit cards or debit cards without
18 authorization to do so, or exceeding consumers’ contractually agreed limitations on authorized
19 charges.” See Exhibit 1, p.12, Paragraph 4.6(g). For example, Cindy Dutcher crossed out
20 certain provisions of a printed contract before she signed it and faxed it to defendants.
21 Defendants refused to accept the modified contract and cancelled her account, but then
22 proceeded to charge her credit card \$300. See Exhibit 24, Complaint of Cindy Dutcher. In
23 another instance, defendants promised Jim LeVan that they would not charge monthly service
24 fees until they generated promised rankings. Although defendants did not achieve the
25 promised rankings, they nonetheless charged Mr. LeVan two monthly service payments of

26 ¹² See Exhibit 20 Complaint of Lorna Hope Pfluke; Exhibit 19, Complaint of Christopher Seum

1 \$89.95, and then misrepresented their charges by stating in a letter to Mr. LeVan that “you
2 have not been charged a monthly maintenance fee during the first 108 days of your contract.”
3 See Exhibit 15, Complaint of Jim LeVan. Defendants have charged the accounts of several
4 other consumers without authorization to do so. See Exhibit 10, Complaint of Charlene
5 Harrison; Exhibit 7, Complaint of Dale L. Tibbs; Exhibit 11, Complaint of Natasha Fix;
6 Exhibit 38, Complaint of Anna Bearden; Exhibit 14, Complaint of Arlis Billie Call; Exhibit 39,
7 Complaint of Cherie L. Goldberg; Exhibit 24, Complaint of Cindy Dutcher and Exhibit 45,
8 Complaint of Paul Crenshaw.

9 **H. Defendants have not provided consumers the option of either checking a box**
10 **indicating that no further promises were made that exceeded the terms of the**
11 **contract, or checking a box indicating that additional promises were made.**

12 One of the original complaints giving rise to the State’s lawsuit was defendants’
13 practice of making oral promises that exceeded the written terms of the contract, and failing to
14 perform as represented. The Stipulated Judgment was crafted to assure that such promises
15 were either reduced to writing or that the consumer was asked to affirm that no such promises
16 were made. Accordingly, Paragraph 4.6(g) of the Stipulated Judgment requires defendants to
17 provide customers, within the contract, “the option of either checking a box indicating that no
18 further promises were made or checking a box indicating that additional promises were made
19 and explicitly stating what those promises were.” See Exhibit 1, p.12, Paragraph 4.6(g).
20 Despite this injunction, defendants have provided consumers no such option within the
21 contract. See Exhibit 3, Services Agreement and Terms and Conditions. Rather, Defendants
22 include a one-sentence, statement that gives no option to the consumer to indicate that further
23 promises were made. It states: “By clicking on “Activate Your Service Agreement” or signing
24 below, I verify that no promises were made to induce me to enter into this contract other than
25 those expressed in this agreement.” *Id.* As a result, when sales representatives make verbal
26 promises that exceed the written terms of the contract, consumers have no way of evidencing
them. When consumers try to enforce supplementary terms that were verbally guaranteed,

1 defendants claim that such terms are not part of the contract. Defendants tell consumers that
2 they are not responsible for what sales representatives say, that the sales representatives never
3 made those statements, or that the consumer has no proof of those statements.¹³

4 **I. Defendants have billed consumers after consumers cancelled their contracts and**
5 **have failed to promptly cancel service to consumers contractually entitled to**
6 **cancellation.**

7 Defendants have billed consumers after consumers cancelled their accounts pursuant to
8 the terms of their contracts. Additionally, they have failed to cancel consumer accounts after
9 representing they would do so. They have also failed to promptly cancel service to consumers
10 when the consumer was contractually entitled to cancellation and requested it through
11 telephone, United States mail, email or facsimile, as permitted by the terms of the Stipulated
12 Judgment. These actions violate Paragraphs 4.2(h), 4.5(f) and 4.6(l) of the Stipulated
13 Judgment, Exhibit 1.

14 When consumers request cancellation, rather than granting it, defendants frequently try
15 to convince them to upgrade their service contract for an additional fee. For instance, Richard
16 Monroe requested a cancellation and refund in March 2005. Mr. Monroe states that, "The
17 response was to deny the request and suggest we upgrade our service contract with them for an
18 additional fee." See Exhibit 22, Complaint of Richard Monroe. Similarly, Kelly Wagoner
19 explains that "I have asked for months for my money back and not to work with them anymore
20 but I am completely ignored." See Exhibit 16, Complaint of Kelly S. Wagoner. In total, 27
21 complaints received by the Attorney General since October 28, 2004 allege that defendants
22 have failed to promptly cancel services upon request.¹⁴ See Exhibit 2, Matrix of Complaints
23 and Exhibit 4, Declaration of MaryBeth Haggerty-Shaw.

24 ¹³ See Exhibit 11, Complaint of Natasha Fix; Exhibit 7, Complaint of Dale K. Tibbs; Exhibit 23,
25 Complaint of Annette Hiott; Exhibit 12, Complaint of Antoinette Royster; Exhibit 41, Complaint of Charlene
26 Avalos; and Exhibit 46, Complaint of Christine K. Floravanti.

¹⁴ See Exhibit 10, Complaint of Charlene Harrison; Exhibit 17, Complaint of Sheree Martinez; Exhibit
22, Complaint of Richard Monroe; Exhibit 20, Complaint of Lorna Hope Pfluke; Exhibit 27, Complaint of Noah
Rollin Varness; Exhibit 11, Complaint of Natasha Fix; Exhibit 13, Complaint of Fred Koster; Exhibit 15,

1 **J. Defendants have violated the Consumer Protection Act, RCW 19.86.**

2 Defendants have violated Paragraph 4.6(q) of the Stipulated Judgment, which enjoins
3 future violations of the Consumer Protection Act, RCW 19.86.020, *et seq.* Defendants' sales
4 representatives have made verbal misrepresentations, which unfairly induce customers to form
5 contracts with them. Misrepresentations in the context of a sale violate the Consumer
6 Protection Act. *See, State v. Ralph Williams' North West Chrysler Plymouth*, 87 Wn.2d 298,
7 553 P.2d 423 (1976); *Testo v. Dunmire*, 16 Wn. App. 39, 554 P.2d 349 (1976). Defendants'
8 sales representatives have represented a 100% money back guarantee, when in fact there is
9 only a 50% money-back guarantee; that consumers can get a refund at any time, "no questions
10 asked," when in fact consumers must wait 108 days after signing their contract before they are
11 entitled to a refund; that they can provide top search engine rankings, when in fact, in many
12 instances they are unable to do so; that they guarantee number-one rankings, when in fact they
13 only guarantee top-ten or top-twenty rankings; that they guarantee rankings on Google or other
14 famous search engines, when in fact, they only guarantee rankings at least four or six of any
15 fifteen particular search engines; that they are able to significantly increase traffic to their
16 customers websites, when in fact, in many instances, they are unable to do so; that their
17 customers will obtain increased sales by obtaining defendants' services, when in fact,
18 defendants' services do not result in increased sales; that they will obtain top rankings using
19 particular key words and phrases, when in fact, in many instances they use different key words
20 and phrases; that there have been no consumer complaints to the Better Business Bureau or the

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23 Complaint of Jim LeVan; Exhibit 16, Complaint of Kelly S. Wagoner; Exhibit 18, Complaint of Peter R.
24 Zacarelli; Exhibit 36, Complaint of Linda L. Kelly; Exhibit 37, Complaint of Jack Wheeler; Exhibit 34,
25 Complaint of Gary Wayne Shue; Exhibit 23, Complaint of Annette Hiott; Exhibit 39, Complaint of Cherie L.
26 Goldberg; Exhibit 30, Complaint of Linda Thomas; Exhibit 24, Complaint of Cindy Dutcher; Exhibit 57,
Complaint of Christopher Ray; Exhibit 31, Complaint of James Stephens; Exhibit 53, Complaint of Martha A.
Stott; Exhibit 55, Complaint of Tammy McArdle; Exhibit 58, Complaint of Clarence Scroggins; Exhibit 38,
Complaint of Anna Bearden; Exhibit 21, Complaint of Geoff Ferdon and Exhibit 51, Complaint of Kurt R.
Malerich.

1 Attorney General's Office, when in fact complaints to these agencies have been made. All of
2 these practices constitute violations of the Consumer Protection Act.

3 In addition, defendants have repeatedly and unfairly breached their contracts with
4 consumers. A repeated pattern of contractual breaches constitutes a violation of the Consumer
5 Protection Act. See, *Hangman Ridge Training Stables v. Safeco Title Ins. Co.*, 105 Wn.2d 778,
6 790, 719 P.2d 531 (1986). See also, *Keyes v. Bollinger*, 31 Wn. App 286, 640 P.2d 1077
7 (1982) and *McRae v. Bolstad*, 101 Wn.2d 161, 676, P.2d 496 (1984). Specifically, defendants
8 fail to provide ranking reports, as contractually agreed; fail to provide top rankings on major
9 search engines, as contractually warranted; deny consumers contractually-entitled refunds;
10 charge consumers monthly maintenance fees before the promised rankings are achieved, in
11 violation of their contracts; and fail to cancel service to customers contractually entitled to
12 cancellation. This pattern of repeated contractual breaches violates the Consumer Protection
13 Act.

14 **III. THE COURT SHOULD UNSUSPEND THE CIVIL PENALTIES INSTITUTED**
15 **UNDER THE TERMS OF THE STIPULATED JUDGMENT**

16 Pursuant to Paragraph 4.2 of the Stipulated Judgment, a civil penalty of \$50,000.00 was
17 instituted against defendants for the violations which gave rise to the State's lawsuit, but
18 \$25,000.00 of that amount was suspended, conditioned on future compliance with the
19 provisions of the Judgment. Exhibit 1, page 8, Paragraph 4.2. As described above, defendants
20 repeatedly violated the provisions of the Stipulated Judgment. Almost immediately after
21 signing the Judgment, they failed to comply with it.

22 The civil penalty that was imposed in the original lawsuit was predicated on RCW
23 19.86.140, which provides that "each person who violates RCW 19.86.020 shall forfeit and pay
24 a civil penalty of not more than two thousand dollars for each violation." Defendants
25 stipulated that they would pay half of the civil penalty for violations they had already
26 committed, but that the other half would be suspended "conditioned on compliance." The

1 condition of compliance has not been met. Accordingly, pursuant to the Judgment, defendants
2 are now liable for the remaining half of the civil penalty, an additional \$25,000.00 that was
3 previously suspended.

4 **IV. THE COURT SHOULD IMPOSE CIVIL PENALTIES ON DEFENDANTS FOR**
5 **CONTINUED VIOLATIONS OF THE STIPULATED JUDGMENT.**

6 RCW 19.86.140 allows the Court to impose civil penalties of up to \$25,000.00 for each
7 violation of an injunction previously issued. *See, State v. Ralph Williams' Northwest Chrysler*
8 *Plymouth, Inc.*, 87 Wn.2d. 298, 316-17, 553 P.2d 423 (1976). When a court has issued an
9 injunction, and the defendants violate its terms *after* the injunction has been issued, the CPA
10 allows for enhanced civil penalties. These penalties differ from the ones defendants stipulated
11 would be suspended upon compliance, insofar as the *suspended* penalties stemmed from
12 violations committed *prior* to the filing of the Judgment. The enhanced civil penalties for
13 violations are for violations occurring *after* the issuance of the injunctions in the Judgment.

14 Even at the time of signing the Judgment, defendants were aware of the potential
15 imposition of enhanced civil penalties for future violations. Under the enforcement provisions
16 of the Stipulated Judgment on page 15, Exhibit 1, it is stipulated and ordered that “[A]
17 violation of any of the terms of this Decree shall constitute a violation of an injunction for
18 which contempt of court proceedings and civil penalties of up to \$25,000 per violation may be
19 sought by the Attorney General pursuant to RCW 19.86.140.”

20 The provisions of RCW 19.86.140 are particularly applicable here, where specific acts
21 and practices were outlined and enjoined, yet defendants still continue to conduct business in
22 the same deceptive manner. It is difficult to imagine a scenario where the justification for the
23 imposition of the maximum amount of civil penalties could be greater. Since the original
24 complaint was filed against defendants on August 11, 2004, there has been no cessation in the
25 frequency of complaints, even after the entry of the Stipulated Judgment. These unabated
26 violations suggest little effort by defendants to reform their practices. Defendants’ sales

1 representatives continue to misrepresent to potential consumers the terms of the written
2 contracts, and defendants continue to breach their contracts with consumers by improperly
3 charging consumers' accounts, refusing to grant refunds, and failing to provide services.
4 Defendants have repeatedly violated nearly every injunctive provision of the Stipulated
5 Judgment. Despite the fact that defendants' attorney has been sent copies of the complaints
6 received by the Attorney General's Office, there has been no change in their practices. *See*
7 Exhibit 4, Declaration of Mary Beth Haggerty-Shaw.

8 For purposes of calculating a civil penalty, the Court should determine the number of
9 violations committed by defendants by multiplying the number of violative practices (i.e. the
10 number of different types of unfair or deceptive acts or practices claimed by each consumer)
11 by the number of aggrieved consumers. *State v. Ralph Williams*, 87 Wn.2d 298, 316, 553 P.2d
12 423 (1976). The *Ralph Williams* Court rejected the argument that penalties should be limited
13 to one violation per consumer, and instead multiplied the causes of action (in this case, the
14 number of violations of the Stipulated Judgment) by the number of consumers affected by each
15 violation. In other words, if a defendant commits five violations against one consumer, the
16 defendant pays for five violations, not just one. This approach is consistent with federal court
17 interpretations of the equivalent Federal Trade Commission Act provisions in the Ninth and
18 other Circuits. *See United States v. Florsheim*, (1980-2) CCH Trade Cases 63, 368 (C.D. Cal
19 1980), *aff'd* 659 F.2d 1090 (9th Cir. 1981).

20 The attached matrix analyzes the number of violations of the Stipulated Judgment
21 alleged by each affected consumer. There are 193 violations alleged by a total of 60
22 consumers. *See* Exhibit 2, Matrix of Complaints. Multiplying the number of violations times
23 the statutory maximum of \$25,000 per violation, results in a final figure of \$4,775,000.00 in
24 civil penalties potentially awardable by the Court. Indeed, this is the maximum amount
25 awardable. The Court may determine that even if such an amount is potentially awardable, a
26 slightly reduced amount or a penalty based on the number of consumers would be appropriate.

1 In such a case, the amount of civil penalties would be between \$1,500,000.00 (representing the
2 60 harmed consumers times the maximum of \$25,000.00) and the full potential amount based
3 on 163 violations (\$4,775,000.00). Defendants' disregard of the injunctive provisions of the
4 Stipulated Judgment demands that significant civil penalties be levied, and that the statutory
5 maximum is appropriate. Defendants have made significant profits as a result of their
6 deceptive practices, and a substantial civil penalty is therefore warranted.

7 **V. THE COURT SHOULD PROVIDE FOR RECOVERY BY PLAINTIFF WITH**
8 **COSTS, INCLUDING ATTORNEY'S FEES RESULTING FROM THE**
9 **ENFORCEMENT ACTION BY PLAINTIFF HEREIN**

10 The Consumer Protection Act authorizes a Court to award the State costs, including
11 reasonable attorneys' fees, when the Attorney General brings a successful action to enjoin
12 unfair and deceptive trade practices. RCW 19.86.080. The purpose of this provision is to
13 ensure that litigation against violators of the Consumer Protection Act will be paid for not by
14 the public, but by those whose activities necessitate the litigation. Plaintiff has incurred
15 substantial costs, including attorneys' fees, in the course of bringing this enforcement action to
16 remedy defendants' non-compliance with the Stipulated Judgment. These costs will be made
17 certain by the subsequent filing of a declaration as to costs and fees.

18 **VI. CONCLUSION**

19 For the reasons outlined above, Plaintiff's Petition for an Order enforcing the
20 provisions of the Stipulated Judgment and for other relief should be granted, and defendants
21 should pay plaintiff the costs and fees necessitated by this action.

22 DATED this 6th day of November, 2007.

23 ROBERT M. MCKENNA
24 Attorney General

25 Paula Selis
26 PAULA SELIS
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State of Washington