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**STATE OF WASHINGTON  
SPOKANE COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

NEIL L. CAMENKER, d/b/a STATE  
RECORD RETRIEVAL BOARD,  
individually, and on behalf of the  
marital community comprised of NEIL  
L. CAMENKER and TRACINE C.  
CAMENKER, husband and wife;

Defendants.

NO.

**11202240-9**

CONSENT DECREE

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**1. JUDGMENT SUMMARY**

<b>1.1. Judgment Creditor</b>	State of Washington
<b>1.2. Judgment Debtors</b>	Neil L. Camenker, individually, and on behalf of the marital community comprised of Neil and Tracine Camenker
<b>1.3. Principal Judgment Amount</b>	\$15,000.00 (\$10,000 civil penalties suspended on condition of compliance)
<b>a. Costs &amp; Attorneys Fees:</b>	\$1,085.00
<b>b. Civil Penalties:</b>	\$ 10,000.00 (suspended on condition of compliance.)
<b>1.4. Restitution:</b>	\$3,915.00







1           **3.3.** The following definitions shall apply to this Consent Decree:

2           **a.** “Customer” shall refer to any person, whether a business or individual,  
3 with whom Defendants communicate for the purpose of selling products or providing  
4 services and who resided in Washington State at the time the communications were  
5 made.

6           **b.** “Advertise” or “Advertisement” shall refer to any direct or indirect  
7 representation or promotional device used to market or promote the sale of products or  
8 services and/or to educate, inform or attract customers, including but not limited to  
9 those that are telephonic, Internet-based, electronic, digital, oral, visual, aural, written,  
10 video or printed.

11           **3.4.** At the time the Court enters this Consent Decree, Defendants and their respective  
12 owners, members, directors, successors, assigns, transferees, officers, agents, servants,  
13 employees, representatives, and all other persons in active concert or participation with  
14 Defendants are hereby enjoined, restrained, and prevented from directly or indirectly engaging  
15 in the following acts or practices in the state of Washington and from failing to comply with  
16 the provisions of the CPA, as amended, including but not limited to the following:

17           **a.** misrepresent to Customers, directly or by implication, the nature or  
18 value of the products and services they offer;

19           **b.** misrepresent to Customers, directly or by implication, the legal authority  
20 Defendants possess;

21           **c.** misrepresent to Customers, directly or by implication, that Defendants’  
22 Advertisements or business practices meet legal requirements;

23           **d.** misrepresent to Customers, directly or by implication, that a Customer is  
24 obligated or compelled to accept or otherwise respond to an Advertisement,  
25 solicitation, or offer;  
26

1 e. direct Advertisements at Customers that: (i) directly or by implication  
2 indicate a government connection, approval, or endorsement where no such connection,  
3 approval, or endorsement exists; (ii) directly or by implication misrepresent the identity  
4 of the business being advertised or the protection or status afforded the advertised  
5 service or product by a government agency; or (iii) have the capacity to create, directly  
6 or by implication, a false sense of urgency in Customers to respond to the  
7 Advertisements by, among other methods, raising the specter of nonexistent penalty  
8 fees to be imposed on purportedly late responses.

9 3.5. In addition, Defendants shall clearly and conspicuously disclose in every  
10 Advertisement for their products and services directed at Customers, both in the Advertisement  
11 itself and on the front of the outside envelope by which any such Advertisement may be  
12 delivered, the following notice, that if written, shall be in bold and at least 10-point typeface,  
13 stating the following:

14 **“[name of company] is a private company with no affiliation**  
15 **whatsoever with a government agency. The product or service we offer has**  
16 **not been approved or endorsed by any government agency. You are in no**  
**way obligated to pay the amount stated unless you accept this commercial**  
**offer.”**

17 “Clearly and conspicuously” means in such size, color, contrast, volume, audibility, clarity  
18 and/or location so that the notice is readily seen, read, heard, discerned, and understood. In  
19 addition, Defendants’ Advertisement shall not, directly or impliedly, contradict or be  
20 inconsistent with the mandatory notice set out in this paragraph 3.5.

21 3.6. In addition, Defendants shall in good faith review and resolve complaints or  
22 inquiries it receives from Customers or from another person on behalf of a Customer, such as  
23 the Better Business Bureau or the Washington State Attorney General’s Office, within 90 days  
24 of Defendants first receiving the complaint or inquiry. In addition, Defendants shall for the  
25 five years following entry of this Consent Decree keep records of each Customer complaint or  
26 inquiry they receive that at a minimum shall include the identity of the Customer along with

1 his most current address, telephone number and email address if available; a detailed  
2 description of the complaint or inquiry and of its resolution; and an explanation by Defendants  
3 of why they chose the particular resolution of each complaint or inquiry. Defendants shall also  
4 keep as part of these records all documents related to each complaining Customer, including  
5 but not limited to Customer files, for the same five year period. Defendants shall make the  
6 Customer complaint records and related documents available to Washington within thirty days  
7 of first receiving written notice of Washington's request to review them. Defendants' failure  
8 to keep the Customer complaint records as required by this Consent Decree shall be a material  
9 breach of the Consent Decree.

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11 **4. ATTORNEY'S FEES AND COSTS**

12 **4.1.** Pursuant to RCW 19.86.080, Washington shall recover and Defendants shall pay  
13 the costs and reasonable attorney's fees incurred by Washington in pursuing this matter pursuant  
14 to Section 6 of this Consent Decree in the amount of \$1,085.00. Defendants are jointly and  
15 severally liable for this payment.

16 **4.2.** In any successful action to enforce this Consent Decree against Defendants,  
17 Defendants shall bear Washington's reasonable costs, including reasonable attorneys' fees.

18 **4.3.** Defendants' failure to pay attorneys' fees and costs to Washington as required  
19 by this Consent Decree shall be a material breach of the Consent Decree.

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21 **5. CIVIL PENALTIES**

22 **5.1.** Pursuant to RCW 19.86.140, Washington shall have and recover and Defendants,  
23 jointly and severally, shall be liable for and shall pay civil penalties of \$10,000.00; however, all  
24 of the \$10,000.00 in civil penalties is suspended as to Defendants on the condition the Defendants  
25 comply with all of the provisions of this Consent Decree.



1 that fact and shall have no further obligation under this Consent Decree to attempt to pay  
2 restitution to that person. Also, if Washington cannot find the correct address of the person,  
3 then Defendants shall have no further obligation under this Consent Decree to attempt to pay  
4 restitution to that person. Defendant shall pay any remainder restitution money that is deemed  
5 undeliverable to a person pursuant to this procedure to the Attorney General as payment of  
6 costs and fees incurred in attempting to find the correct address of the person. Defendants'  
7 payment of any remainder restitution money shall be paid within 10 business days of  
8 Washington serving Defendants with written demand for payment sent via first class mail to  
9 Defendants' business or home address.

10 **6.2.** Defendants' failure to provide a Customer list that accurately sets out the  
11 identity of all Customers from whom Defendants received payments and their respective  
12 payment amounts, pay restitution, provide notice of returned restitution payments to  
13 Washington, or to timely pay any remainder restitution to Washington as required by this  
14 Consent Decree shall be a material breach of the Consent Decree.

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16 **7. TERMS OF PAYMENT**

17 **7.1.** Defendants shall pay a total of \$1,085.00 at the time this Consent Decree is  
18 entered by the Court, or at such other time as agreed to by Washington in writing. Defendants are  
19 jointly and severally liable for this payment. Interest shall accrue at the rate of twelve percent  
20 (12%) per annum until such payment is made in full.

21 **7.2.** Defendants shall make all payments owed pursuant to this Consent Decree by  
22 bank cashier's check payable to the Attorney General - State of Washington, and shall be mailed  
23 or delivered to the Office of the Attorney General, Consumer Protection Division, 800 5<sup>th</sup> Avenue,  
24 Suite 2000, Seattle, Washington 98104-3188, Attention: Cynthia Lockridge, unless otherwise  
25 agreed to in writing by Washington.  
26



1 entities in active concert or participation with Defendants, in connection with any selling,  
2 advertising, or promotion of products or services, or as an endorsement or approval of  
3 Defendants' acts, practices, or conduct of business.

4 **8.7.** Washington shall be permitted, upon advance notice of twenty days to  
5 Defendants, to access, inspect and/or copy, all business records or documents in possession,  
6 custody or under control of Defendants to monitor compliance with this Consent Decree,  
7 provided that the inspection and copying shall avoid unreasonable disruption of Defendants'  
8 business activities.

9 **8.8.** To monitor compliance with this Consent Decree, Washington shall be  
10 permitted to serve interrogatories pursuant to the provisions of CR 26 and CR 33 and to  
11 question Defendants or any owner, member, officer, director, agent, or employee of  
12 Defendants by deposition pursuant to the provisions of CR 26 and CR 30 provided that  
13 Washington attempts in good faith to schedule the deposition at a time convenient for the  
14 deponent and his or her legal counsel.

15 **8.9.** This Consent Decree in no way limits Washington from conducting any lawful  
16 non-public investigation to monitor Defendants' compliance with this Consent Decree or to  
17 investigate other alleged violations of the CPA, which may include but is not limited to secret  
18 shopping or interviewing customers or former employees of Defendants.

19 **8.10.** Defendants shall fully cooperate with Washington and other civil regulatory  
20 agencies in any civil investigation of any other person who advertised, marketed,  
21 manufactured, or sold any of Defendants' products or services. Defendants also shall fully  
22 cooperate with Washington and other civil regulatory agencies in any civil investigation of any  
23 other agent, employee, independent contractor, or representative of Defendants who is alleged  
24 to have violated any of the provisions of this Consent Decree after having received the Consent  
25 Decree required pursuant to paragraph 3.2 herein. Defendants' failure to fully cooperate as  
26 required by this paragraph 8.10 shall be a material breach of this Consent Decree.



[date]

[name and address of customer]

Re: State of Washington v. Neil Camenker,  
Spokane County Superior Court Case No. [ ]

Dear [customer name]:

The Washington State Attorney General's Office, Consumer Protection Division, and Neil Camenker, owner of Records Retrieval Services, LLC, d/b/a State Record Retrieval Board, have settled claims against Mr. Camenker and his company for alleged violations of the Consumer Protection Act, RCW 19.86, involving his marketing of a grant deed retrieval service. As part of the settlement, there was no admission of liability by Mr. Camenker or his company.

You have been identified as a Washington consumer who paid State Record Retrieval Board \$87 to obtain a copy of a grant deed of your home. Pursuant to the settlement agreement, please find a check payable to you in the amount of \$87 as reimbursement for your payment to State Record Retrieval Board. You are not required to return the copy of the grant deed you may have received from the company.

If you have any questions about the settlement or your reimbursement check, you may contact The Washington State Attorney General's Office at telephone number (509) 456-3123. Please ask for Paralegal Connie Lust or Investigator Mark Porter of the Consumer Protection Division.

Sincerely,

State Record Retrieval Board

EXHIBIT B