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7 **STATE OF WASHINGTON**  
8 **KING COUNTY SUPERIOR COURT**

9 STATE OF WASHINGTON,

10 Plaintiff,

v.

11 CHARITABLE ASSISTANCE GROUP,  
12 INC., a Washington Corporation, a/k/a CAG,  
13 Charitable Assistance Fund, Celebrity Sports  
14 Challenge, CSC, Donkey Softball Challenge,  
15 DSC, Fireball Classic, FBC, Jock 'N Cop B-  
16 Ball Jam, JNC, Spinoza Buddy Bear  
17 Program; DIRECT FUNDING SERVICES,  
18 INC., a Washington Corporation, a/k/a DFS,  
19 Direct Funding, Celebrity Sports Challenge,  
20 Donkey Softball Challenge, Fireball Classic,  
21 Jock 'N Cop B-Ball Jam, Magic of Christmas,  
22 Spinoza Teddy Bear Program, Spinoza Buddy  
23 Bear Program, Tickle Toon Typhoon, The  
24 Toy Chest; JUSTIN MCGUINN, a/k/a Justin  
25 Adrian, individually and as part of his marital  
26 community; JOSEPH MICHAEL  
MCGUINN, a/k/a Michael Joseph,  
individually and as part of his marital  
community; JENNIFER MAE BARTLETT,  
a/k/a Virginia Mae Bartlett, Virginia Mae  
Sherman, Virginia Mae Baker, individually  
and as part of her marital community,

Defendants.

NO.

COMPLAINT FOR INJUNCTIVE  
AND OTHER RELIEF UNDER  
THE CONSUMER PROTECTION  
ACT AND THE CHARITABLE  
SOLICITATIONS ACT

24 The Plaintiff, State of Washington, by and through its attorneys Robert M. McKenna,  
25 Attorney General, and Shannon E. Smith, Assistant Attorney General, brings this action  
26

1 against the Defendants named below. The State alleges the following on information and  
2 belief:

3 **I. PLAINTIFF**

4 **1.1** The Plaintiff is the State of Washington.

5 **1.2** The Attorney General is authorized to commence this action pursuant to  
6 RCW 19.86.080, RCW 19.86.140, and RCW 19.09.340.

7 **II. DEFENDANTS**

8 **2.1** Defendant Charitable Assistance Group, Inc., is a Washington for-profit  
9 corporation. Defendant's principal place of business is 4742 42nd Ave. SW, PMB No. 353,  
10 Seattle, WA 98116. Defendant Charitable Assistance Group was registered as a commercial  
11 fundraiser with the Washington Secretary of State from May 2, 2006 to May 15, 2009.  
12 Defendant Charitable Assistance Group is also known as CAG, Charitable Assistance Fund,  
13 Celebrity Sports Challenge, CSC, Donkey Softball Challenge, DSC, Fireball Classic, FBC, Joc 'N  
14 Cop B-Ball Jam, JNC, and Spinoza Buddy Bear Program. The term "CAG" where used in this  
15 Complaint shall mean Defendant Charitable Assistance Group, Inc., and shall include all names  
16 by which CAG is known.

17 **2.2** Defendant Direct Funding Services, Inc., was registered as a commercial  
18 fundraiser with the Washington Secretary of State from approximately June 29, 2001, to  
19 August 1, 2008. Direct Funding Services, Inc., was also known as DFS, Direct Funding,  
20 Celebrity Sports Challenge, Donkey Softball Challenge, Fireball Classic, Joc 'N Cop B-Ball Jam,  
21 Magic of Christmas, Spinoza Teddy Bear Program, Spinoza Buddy Bear Program, Tickle Toon  
22 Typhoon, and The Toy Chest. Defendant Direct Funding Services, Inc. is no longer in business.  
23 The term "DFS" where used in this complaint shall mean Defendant Direct Funding Services,  
24 Inc., and shall include all names by which DFS was known.

25 **2.3** Defendant Justin A. McGuinn, a/k/a Justin Adrian, is President and General  
26 Manager of Defendant CAG, and as such, he controls its policies, activities, and practices,





1 Chamber of Commerce (“Kirkland Jaycees”), Vancouver Junior Chamber of Commerce  
2 (“Vancouver Jaycees”), Veterans Charitable Foundation, and Vietnow National a/k/a Veterans  
3 Now. CAG also has entered into commercial fundraising contracts with Firefighters  
4 Assistance Fund, Inc., and Disabled Police Officers Guild of America.

5 **5.4** In reports it filed with the Washington Secretary of State, CAG reported that  
6 from January 1, 2006, through December 31, 2006, it raised \$183,814 in charitable donations.  
7 CAG returned \$14,983.68 (9%) of the donations to its clients.

8 **5.5** In reports it filed with the Washington Secretary of State, CAG reported that  
9 from January 1, 2007, through December 31, 2007, it raised \$319,723 in charitable donations.  
10 CAG returned \$15,160 (5%) of the donations to its clients.

11 **5.6** CAG’s fundraising reports to the Washington Secretary of State for the calendar  
12 year 2008 were due on May 15, 2009. CAG did not file the fundraising report.

13 **5.7** Defendant DFS was an active corporation from April 30, 2001, through  
14 August 1, 2006.

15 **5.8** According to documents it filed with the Washington Secretary of State,  
16 Defendant DFS conducted charitable solicitations through the following methods:  
17 Entertainment/Special Events, Telemarketing, Product Sale, Direct Mail, Advertisements/  
18 Coupon Books, Newspapers/Magazines, Door-to-Door, and/or “Spinoza Teddy Bear”  
19 Sponsorship.

20 **5.9** Defendant DFS ceased doing business and did not file a charitable solicitations  
21 report for calendar year 2005. Justin McGuinn and/or Joseph Michael McGuinn formed CAG,  
22 and CAG took over DFS’s commercial fundraising contracts and activities.

23 **5.10** Defendant DFS had entered into fundraising agreements or commercial  
24 fundraising contracts with, and/or directly or indirectly solicited or received charitable  
25 contributions on behalf of, but not limited to, the Renton Jaycees, the Vancouver Jaycees, the  
26 American Legion Post #234 Special Needs Committee, Disabled Police Officers Charitable

1 Fund/Disabled Police Officers of America, the Washington Junior Chamber of Commerce  
2 (Washington Jaycees), the Kirkland Jaycees, and Veterans Charitable Foundation.

3 Defendants Justin McGuinn and Joseph Michael McGuinn

4 **5.11** Defendant Justin McGuinn is President and General Manager of Defendant  
5 CAG and was President and General Manager of Defendant DFS. At all times material to this  
6 action, Defendant Justin McGuinn individually controlled, directed, participated in, formulated  
7 the policies relating to, had knowledge of, and benefited from the acts, practices, and activities  
8 of Defendants DFS and CAG.

9 **5.12** At all times material to this action, Defendant Joseph Michael McGuinn  
10 individually controlled, directed, participated in, formulated the policies relating to, had  
11 knowledge of, and benefited from the acts, practices, and activities of Defendants DFS and  
12 CAG.

13 **5.13** Defendant Joseph Michael McGuinn is the father of Defendant Justin McGuinn.

14 **5.14** Defendant Joseph Michael McGuinn is under permanent injunctions as a result  
15 of the commercial fundraising activities of Tri-Star Promotion Corp., Tri-Star Productions,  
16 Inc., and Diamond Vision Consulting, Inc., entered by King County Superior Court in the  
17 matter of *State of Washington v. Mark Sterling Bergeson et al., a/k/a Mark Jensen and Jane*  
18 *Doe Bergeson, d/b/a Jensen & Assoc., Tri-Star Promotion Corp.*, No. 94-2-31479-3, Stipulated  
19 Findings of Fact, Conclusions of Law and Judgment as to Defendants Joseph Michael  
20 McGuinn, Colleen F. McGuinn, Tri-Star Promotion Corp., Tri-Star Productions, Inc., and  
21 Diamond Vision Consulting, Inc. (June 26, 1996) ("1996 Stipulated Judgment"). A true and  
22 correct copy of the 1996 Stipulated Judgment is attached as Exhibit A to this Complaint. The  
23 Attorney General's Office renewed the 1996 Stipulated Judgment on June 8, 2006.

24 Defendant Jennifer Bartlett

25 **5.15** At all times material to this action, Defendant Jennifer Bartlett was an employee  
26 or independent contractor of Defendant CAG or Defendant DFS. Defendant Jennifer Bartlett

1 engaged in commercial fundraising activities, including but not limited to soliciting charitable  
2 contributions from consumers.

3 Defendants' Fundraising Activities for Junior Chamber of Commerce Chapters

4 **5.16** The Renton Jaycees, the Kirkland Jaycees, and the Vancouver Jaycees are non-  
5 profit volunteer organizations, and are local chapters of the Washington State Jaycees. To  
6 qualify for membership in the Jaycees, a person must be between 21 and 40 years of age.  
7 Local chapters must maintain 20 members to be viable chapters of the Washington Jaycees.

8 **5.17** In 1998, the Renton Jaycees entered into a fundraising arrangement with Civic  
9 Funding Services. When Defendant Justin McGuinn became owner of Civic Funding Services  
10 in 2001, the fundraising arrangement with Renton Jaycees followed. DFS and CAG continued  
11 the fundraising arrangements upon their subsequent incorporations and those arrangements  
12 continued in some form through 2008.

13 **5.18** In September 2005, the Renton Jaycees entered into fundraising agreements or  
14 contracts called "Host Agreements" with DFS. In May 2006, the Host Agreements were  
15 assigned to CAG from DFS. In all other respects, the Host Agreements remained the same.  
16 The Host Agreements expired on December 31, 2008.

17 **5.19** The Host Agreements provided that the Renton Jaycees would agree to establish  
18 a separate bank account for Defendants DFS's and CAG's sales accounting purposes and  
19 promotional expenses, such as payroll, rent, taxes, etc.

20 **5.20** The Host Agreements pertained to specific fundraising events that DFS or CAG  
21 would conduct on behalf of the Renton Jaycees. The events included, but are not necessarily  
22 limited to: the "Donkey Sports Sporting Event," the "Celebrity Sports Challenge/Fireball  
23 Classic Events," "Sporting Events," and "Christmas Fundraiser." Under the terms of the Host  
24 Agreements, DFS or CAG was entitled to raise money in the name of or on behalf of the  
25 Renton Jaycees by hosting the specific fundraising event. For each event, the Renton Jaycees  
26 would receive \$1000 the first year, \$2000 the second year, and \$3000 the third year, in cash

1 after the event, as well as a specified number of event tickets to sell. DFS or CAG would  
2 retain the remaining funds and pay the event expenses.

3 **5.21** Defendant Joseph Michael McGuinn negotiated or facilitated the execution of  
4 the 2005 Host Agreements with the Renton Jaycees on behalf of DFS and/or CAG.

5 **5.22** Defendants Joseph Michael McGuinn and Justin McGuinn completed and filed  
6 the Renton Jaycees' annual charitable solicitation organization registration forms required by  
7 the Secretary of State. Charitable organizations are required to file the forms by  
8 RCW 19.09.075.

9 **5.23** Defendant Joseph Michael McGuinn obtained and exercised control over the  
10 Renton Jaycees, including but not limited to the Renton Jaycees' membership, fundraising  
11 events, and finances.

12 **5.24** Defendants did not provide the Renton Jaycees with the cash payments in the  
13 amounts set forth in the Host Agreements.

14 **5.25** Defendants solicited members of the public for contributions to events on behalf  
15 of the Renton Jaycees during the time periods from approximately December 1, 2006, through  
16 February 19, 2007, and from December 1, 2007, through the present, when the Renton Jaycees  
17 was not properly registered as a charitable organization with the Secretary of State as required  
18 by RCW 19.09.100(15).

19 **5.26** Defendants Joseph Michael McGuinn and Justin McGuinn obtained and  
20 exercised control over the Kirkland Jaycees, including but not limited to the Kirkland Jaycees'  
21 membership, fundraising events and finances.

22 **5.27** Joseph Michael McGuinn facilitated the execution of a three-year Host  
23 Agreement with the Kirkland Jaycees on behalf of DFS in 2005. When DFS ceased doing  
24 business, the Host Agreement was transferred to CAG.

1           **5.28** The Host Agreement provided that the Kirkland Jaycees would agree to  
2 establish a separate bank account for Defendants DFS's and CAG's sales accounting purposes  
3 and promotional expenses, such as payroll, rent, taxes, etc.

4           **5.29** The Host Agreement provided that for each year of the agreement, DFS's or  
5 CAG's fundraising activities were limited to the period between October 1st and June 30th for  
6 each respective year of the contract. The Host Agreement did not authorize DFS or CAG to  
7 raise money on behalf of the Kirkland Jaycees outside of the prescribed timeframe. However,  
8 Defendants solicited charitable contributions from the general public on behalf of the Kirkland  
9 Jaycees outside of the prescribed timeframe.

10           **5.30** Defendants solicited the general public for contributions to events on behalf of  
11 Kirkland Jaycees from December 1, 2007, through March 31, 2008, while the Kirkland Jaycees  
12 was not properly registered with the Secretary of State as a charitable organization in the state  
13 of Washington.

14           **5.31** Defendants solicited and are soliciting charitable contributions from the general  
15 public on behalf of the Kirkland Jaycees from October 2007 through the present, even though  
16 the Kirkland Jaycees has not been a viable chapter of the Washington Jaycees since October  
17 2007.

18           **5.32** Defendants solicited and are soliciting charitable contributions from the general  
19 public under the name of "Charitable Assistance Fund" without disclosing the name of any  
20 charitable organization on whose behalf Defendants solicited the charitable contribution.

21           **5.33** Defendants executed a Host Agreement between CAG and the Vancouver  
22 Jaycees on July 24, 2006. The agreement expired on December 31, 2007. Defendant Jennifer  
23 Bartlett was president of the Vancouver Jaycees and signed the agreement on behalf of the  
24 Vancouver Jaycees. Defendant Justin McGuinn signed the agreement on behalf of CAG. At  
25 the time Defendant Bartlett signed the agreement on behalf of the Vancouver Jaycees, she was  
26 the South Region Sales Manager for CAG.

1           **5.34** Defendants solicited charitable contributions from the general public on behalf  
2 of the Vancouver Jaycees during the time period from approximately August 31, 2006, to the  
3 present even though the Vancouver Jaycees dissolved on or about August 31, 2006.

4           **5.35** Defendant DFS entered into one year Host Agreements with the Washington  
5 State Jaycees on May 14, 2005 and on May 6, 2006.

6           **5.36** Defendants solicited members of the public for contributions to events in the  
7 name of charitable organizations, including but not limited to the Renton Jaycees, the Kirkland  
8 Jaycees, the Vancouver Jaycees, and/or the Washington Jaycees, but failed to produce all of  
9 the events for which the contributions were represented to support.

10          **5.37** In written solicitation materials Defendants produced and distributed to the  
11 general public for fundraising activities in the name of charitable organizations, including but  
12 not limited to the Renton Jaycees, the Kirkland Jaycees, the Vancouver Jaycees, and/or the  
13 Washington Jaycees, Defendants or their agents failed to include disclosures required by law,  
14 including but not limited to failure to clearly and conspicuously disclose the individual name of  
15 the person soliciting or the name of the commercial fundraiser.

16          **5.38** In written solicitation materials Defendants produced and distributed to the  
17 general public or in telephonic solicitations for fundraising activities in the name of the  
18 charitable organizations, including but not limited to the Renton Jaycees, the Kirkland Jaycees,  
19 the Vancouver Jaycees, and/or the Washington Jaycees, Defendants or their agents represented,  
20 either directly or by implication, that the solicitors were volunteers or staff members of the  
21 Jaycees, rather than paid solicitors.

22          **5.39** In written solicitation materials Defendants produced and distributed to the  
23 general public for fundraising activities in the name of charitable organizations, including but  
24 not limited to the Renton Jaycees, the Kirkland Jaycees, the Vancouver Jaycees, and/or the  
25 Washington Jaycees, Defendants or their agents misrepresented the tax-exempt status of the  
26 Jaycees or the tax deductibility of donations.

1           **5.40** In written solicitation materials Defendants produced and distributed to the  
2 general public for fundraising activities in the name of charitable organizations, including but  
3 not limited to the Renton Jaycees, the Kirkland Jaycees, the Vancouver Jaycees, and/or the  
4 Washington Jaycees, Defendants used the name “Northwest Firefighters” without authorization  
5 from a bona fide fire department.

6           **5.41** In written solicitation materials Defendants produced and distributed to the  
7 general public or in telephonic solicitations for fundraising activities in the name of charitable  
8 organizations, including but not limited to the Renton Jaycees, the Kirkland Jaycees, the  
9 Vancouver Jaycees, and/or the Washington Jaycees, the Defendants represented either directly  
10 or by implication that the money raised would benefit a charitable purpose sponsored or  
11 authorized by the Jaycees when the money raised was not provided to the Jaycees or an  
12 underlying charitable purpose on behalf of the Jaycees.

13           **5.42** In written solicitation materials Defendants produced and distributed to the  
14 general public or in telephonic solicitations for fundraising activities in the name of charitable  
15 organizations, including but not limited to the Renton Jaycees, the Kirkland Jaycees, the  
16 Vancouver Jaycees, and/or the Washington Jaycees, Defendants represented either directly or  
17 by implication that Defendants were selected to distribute a stuffed toy bear, known as a  
18 Spinoza Buddy Bear, to hospitalized children in the Puget Sound region; however, no entity  
19 selected or authorized Defendants to distribute the stuffed bears.

20           **5.43** Defendants have continued to solicit charitable contributions to purchase  
21 Spinoza Buddy Bears for distribution to area children from approximately October 1, 2007, to  
22 the present, despite verbal and written instructions by the Spinoza Buddy Bear manufacturing  
23 company, the Spinoza Company, to cease using the names “Spinoza,” “Spinoza Buddy Bear,”  
24 or any Spinoza Company name in any fundraising activity, including written solicitations or  
25 literature.

1           **5.44** In written solicitation materials Defendants produced and distributed to the  
2 general public or in telephonic solicitations for fundraising activities in the name of charitable  
3 organizations, including but not limited to the Renton Jaycees, the Kirkland Jaycees, the  
4 Vancouver Jaycees, and/or the Washington Jaycees, Defendants misrepresented or failed to  
5 clearly and conspicuously disclose the specific organization and/or the charitable purpose for  
6 which the solicitations were being made.

7           **5.45** In telephone and/or written solicitations to the general public, Defendants failed  
8 to identify a registered charitable organization on whose behalf donations were solicited,  
9 including but not limited to soliciting donations for “Joc’ N Cop B-Ball Jam” and “All-Stars  
10 Seattle Seahawks and Police and Fire Teams.”

11                   1996 Stipulated Judgment Against Defendant Joseph Michael McGuinn

12           **5.46** Defendant Joseph Michael McGuinn is the father of Defendant Justin McGuinn.  
13 Defendant Joseph Michael McGuinn exercised control over and benefitted from the policies,  
14 practices, and activities of Defendants DFS and CAG.

15           **5.47** Defendant Joseph Michael McGuinn was an employee or independent  
16 contractor for Defendant DFS.

17           **5.48** Defendant Joseph Michael McGuinn negotiated, facilitated, or arranged  
18 commercial fundraising agreements with charitable organizations on behalf of Defendants DFS  
19 and CAG, including but not limited to the Host Agreements with the Renton Jaycees, the  
20 Kirkland Jaycees, and/or the Washington State Jaycees.

21           **5.49** Joseph Michael McGuinn opened a bank account in the name of the Renton  
22 Jaycees on or about October 26, 2000. On the account application, Defendant Joseph Michael  
23 McGuinn represented that he was the “Vice President” of the Renton Jaycees.

24           **5.50** Under the authority granted to DFS or CAG under the terms of the Host  
25 Agreement, Defendant Joseph Michael McGuinn used the Renton Jaycees’ bank account to  
26 pay business or other expenses of DFS and CAG, including but not limited to payments to

1 Defendant Justin McGuinn, Defendant Virginia Bartlett, Defendant CAG, Defendant DFS,  
2 cash, and himself.

3 **5.51** Defendant Joseph Michael McGuinn managed the commercial fundraising  
4 activities on behalf of DFS and CAG with charitable organizations, including but not limited to  
5 the Renton Jaycees, the Kirkland Jaycees, and/or the Washington State Jaycees.

6 **5.52** Defendant Joseph Michael McGuinn applied for and holds in his name post  
7 office boxes used by DFS and CAG.

8 **5.53** Defendant Joseph Michael McGuinn represented DFS and CAG in transactions  
9 for the purchase of products from the Spinoza Company for use in fundraising on behalf of  
10 charitable organizations, including but not limited to the Renton Jaycees, the Kirkland Jaycees,  
11 the Vancouver Jaycees, the Washington State Jaycees, and/or Northwest Firefighters.

12 **5.54** Defendant Joseph Michael McGuinn entered into the 1996 Stipulated Judgment  
13 with the State of Washington, which was filed on June 26, 1996. The judgment contained  
14 injunctions and imposed monetary payments on Defendant in the amount of \$75,000.

15 **5.55** Defendant Joseph Michael McGuinn paid \$6,000 of the judgment.

16 **5.56** As of June 19, 2009, Defendant Joseph Michael McGuinn owes the State  
17 \$326,049.51 pursuant to the 1996 Stipulated Judgment; interest continues to accrue.

18 **5.57** The 1996 Stipulated Judgment imposed a civil penalty upon Defendant Joseph  
19 Michael McGuinn in the amount of \$200,000, which was suspended conditioned on  
20 compliance with the provisions of the Stipulated Judgment. The suspended civil penalty was  
21 to terminate on the later of 5 years from the date of the Stipulated Judgment, or upon Joseph  
22 Michael McGuinn's full payment of the \$75,000 judgment for attorney fees and restitution.

23 **5.58** Defendant Joseph Michael McGuinn has violated the injunctive provisions of  
24 the 1996 Stipulated Judgment as set forth in Section 23 (18th Cause of Action) of this  
25 Complaint.  
26











1 RCW 19.09.100 (9) and (16) as currently and previously enacted. Pursuant to  
2 RCW 19.09.340, violations of the Charitable Solicitations Act are *per se* violations of the  
3 Consumer Protection Act, RCW 19.86.020.

4 **13.4** Notwithstanding RCW 19.09.340, the conduct described in paragraphs 13.1  
5 through 13.2 affects the public interest and has the capacity to mislead a substantial number of  
6 consumers and constitutes unfair or deceptive acts or practices in trade or commerce and unfair  
7 methods of competition in violation of RCW 19.86.020

8 **XIV. NINTH CAUSE OF ACTION**  
9 **(Failing to Produce the Fundraising Event For Which Solicitations Were Made)**

10 **14.1** Plaintiff realleges paragraphs 1.1 through 5.58 and incorporates them herein as  
11 if set forth in full.

12 **14.2** In soliciting charitable contributions from the general public, Defendants and/or  
13 their agents, independent contractors, or employees misrepresented that they were soliciting  
14 contributions toward a fundraising event that would benefit a charitable organization and/or  
15 charitable purpose. However, Defendants did not organize or present the fundraising events  
16 for which the donations were solicited.

17 **14.3** The conduct described in paragraphs 14.1 through 14.2 violates  
18 RCW 19.09.100 (12) and (16) as currently and previously enacted. Pursuant to  
19 RCW 19.09.340, violations of the Charitable Solicitations Act are *per se* violations of the  
20 Consumer Protection Act, RCW 19.86.

21 **14.4** Notwithstanding RCW 19.09.340, the conduct described in paragraphs 14.1  
22 through 14.2 affects the public interest and has the capacity to mislead a substantial number of  
23 consumers and constitutes unfair or deceptive acts or practices in trade or commerce and unfair  
24 methods of competition in violation of RCW 19.86.020.  
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1 **XIX. FOURTEENTH CAUSE OF ACTION**  
2 **(Failure to Identify Officer or Responsible Party for DFS and CAG)**  
3 **(As To Defendants DFS, CAG, Justin McGuinn, and Joseph Michael McGuinn)**

4 **19.1** Plaintiff realleges paragraphs 1.1 through 5.58 and incorporates them herein as if  
5 set forth in full.

6 **19.2** In their applications for registration as commercial fundraisers filed with the  
7 Washington Secretary of State, Defendants DFS, CAG, Justin McGuinn, and/or Joseph  
8 Michael McGuinn failed to identify and provide contact information for Defendant Joseph  
9 Michael McGuinn even though Joseph Michael McGuinn was an owner, officer, party  
10 responsible for the fundraising activities, or one of the officers or employees receiving the  
11 greatest amount of compensation from DFS and CAG.

12 **19.3** The conduct described in paragraphs 19.1 through 19.2 violates  
13 RCW 19.09.079(2), (3), (4) and RCW 19.09.100(16) as currently and previously enacted.  
14 Pursuant to RCW 19.09.340, violations of the Charitable Solicitations Act are *per se* violations  
15 of the Consumer Protection Act, RCW 19.86.

16 **19.4** Notwithstanding RCW 19.09.340, the conduct described in paragraphs 19.1  
17 through 19.2 affects the public interest and has the capacity to mislead a substantial number of  
18 consumers and constitutes unfair or deceptive acts or practices in trade or commerce and unfair  
19 methods of competition in violation of RCW 19.86.020.

20 **XX. FIFTEENTH CAUSE OF ACTION**  
21 **(Representing Ticket Donations Without Written Commitment to Accept Tickets)**

22 **20.1** Plaintiff realleges paragraphs 1.1 through 5.58 and incorporates them herein as  
23 if set forth in full.

24 **20.2** In written solicitations, Defendants represented that tickets to an event would be  
25 donated for use by another person without having written commitments from the persons that  
26 they will accept the donated tickets. Defendants told potential donors that by purchasing  
tickets to an event, the donors would sponsor the attendance of needy or underprivileged

1 children to attend the event without getting written commitments from the putative attendees  
2 that they would accept donated tickets. Defendants failed to keep written commitments on file.

3       **20.3** The conduct described in paragraphs 20.1 through 20.2 violates  
4 RCW 19.09.100(6) and (16) as currently and previously enacted. Pursuant to RCW 19.09.340,  
5 violations of the Charitable Solicitations Act are *per se* violations of the Consumer Protection  
6 Act, RCW 19.86.

7       **20.4** Notwithstanding RCW 19.09.340, the conduct described in paragraphs 20.1  
8 through 20.2 affects the public interest and has the capacity to mislead a substantial number of  
9 consumers and constitutes unfair or deceptive acts or practices in trade or commerce and unfair  
10 methods of competition in violation of RCW 19.86.020.

11                               **XXI. SIXTEENTH CAUSE OF ACTION**  
12                               **(Falsely Claiming to Represent Organizations)**

13       **21.1** Plaintiff realleges paragraphs 1.1 through 5.58 and incorporates them herein as if  
14 set forth in full.

15       **21.2** Defendants falsely claimed to represent organizations or entities that  
16 Defendants do not represent or expressly are not authorized to represent. In solicitations for  
17 charitable contributions, Defendants have claimed to represent organizations or entities  
18 including, but not limited to, the Spinoza Bear Company, Northwest Firefighters, Puget Sound  
19 Police All-Stars, Puget Sound Firefighters All-Stars, NFL Veteran All-Stars, when in fact  
20 Defendants do not represent those organizations or are not authorized to represent those  
21 organizations or entities.

22       **21.3** The conduct described in paragraphs 21.1 through 21.2 violates  
23 RCW 19.09.100(12) and (16) as currently and previously enacted. Pursuant to  
24 RCW 19.09.340, violations of the Charitable Solicitations Act are *per se* violations of the  
25 Consumer Protection Act, RCW 19.86.  
26



1 Stars, Puget Sound Firefighters All-Stars, and/or NFL Veteran All-Stars when in fact  
2 Defendants do not represent or not authorized to represent those organizations or entities, in  
3 violation of Paragraph 4.1(a) of the 1996 Stipulated Judgment.

4 **23.2.2.** Falsely representing that a promotion was authorized by a person  
5 or organization including, but not limited to, the Spinoza Bear Company, Northwest  
6 Firefighters, Puget Sound Police All-Stars, Puget Sound Firefighters All-Stars, and/or NFL  
7 Veteran All-Stars when in fact the promotion was not authorized by the person or organization,  
8 in violation of Paragraph 4.1(g) of the 1996 Stipulated Judgment.

9 **23.2.3.** Failing to make all required disclosures in oral and written  
10 solicitations for charitable contributions including, but not limited to, failing to clearly and  
11 conspicuously disclose the names of CAG or DFS in solicitations and failing to disclose the  
12 name and city of the charitable organization for which the solicitation was being conducted, in  
13 violation of Paragraph 4.1(i) of the 1996 Stipulated Judgment.

14 **23.2.4.** Soliciting charitable contributions on behalf of organizations that  
15 are not registered with the Washington Secretary of State including, but not limited to the  
16 Renton Jaycees and the Kirkland Jaycees, in violation of Paragraph 4.1(j) of the 1996  
17 Stipulated Judgment.

18 **23.2.5.** Committing misrepresentations in the course of charitable  
19 solicitations, including but not limited to: misrepresenting the entity for which the solicitations  
20 are being made, misrepresenting that paid solicitors are volunteers, misrepresenting that paid  
21 solicitors are members of the charitable organization on whose behalf the solicitation is being  
22 made, and misrepresenting that a fundraising event will occur, in violation of Paragraphs 4.1(a)  
23 and (n) of the 1996 Stipulated Judgment.

24 **23.2.6.** Committing any violation of the Charitable Solicitations Act,  
25 RCW 19.09 or the Consumer Protection Act, RCW 19.86, by engaging in the conduct alleged  
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# Exhibit A

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JUN 26 1996

DEPARTMENT OF JUDICIAL ADMINISTRATION

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF KING

STATE OF WASHINGTON,

Plaintiff,

v.

MARK STERLING BERGESON, et al.,

Defendant(s).

NO. 94-2-31479-3

STIPULATED FINDINGS OF  
FACT, CONCLUSIONS OF  
LAW AND JUDGMENT AS TO  
DEFENDANTS JOSEPH  
MICHAEL McGUINN,  
COLLEEN F. McGUINN, TRI-  
STAR PROMOTION CORP.,  
TRI-STAR PRODUCTIONS,  
INC., AND DIAMOND VISION  
CONSULTING, INC. ONLY

I. JUDGMENT SUMMARY

- 1.1. Judgment Creditor: State of Washington
- 1.2. Judgment Debtor: Joseph Michael McGuinn, Colleen F. McGuinn, Tri-Star Promotion Corp., Tri-Star Productions, Inc., and Diamond Vision Consulting, Inc.
- 1.3. Principal Judgment Amount: \$75,000 plus suspended penalties
  - a. Restitution: \$20,000
  - b. Civil Penalties: \$200,000 (suspended)
- 1.4. Costs & Attorney Fees: \$55,000
  - a. Costs: (included in fees)
  - b. Attorney Fees: \$55,000
- 1.5. Total Judgment: \$75,000 plus suspended penalties
- 1.6. Post Judgment Interest Rate: 12% per annum
- 1.7. Attorney for Judgment Creditor: David M. Horn, Assistant Attorney General
- 1.8. Attorney for Judgment Debtor: Philipp Serrin, Attorney at Law

Plaintiff, State of Washington, having commenced this action on December 6, 1994,

COPY

1 pursuant to Chapter 19.86 RCW, the Unfair Business Practices—Consumer Protection Act and  
2 chapter 19.09 RCW, the Charitable Solicitations Act; and defendants Joseph Michael  
3 McGuinn, Colleen F. McGuinn, Tri-Star Promotion Corp., having been personally served with  
4 copies of the Summons and Complaint on December 6, 1994, and these defendants and  
5 Defendants Tri-Star Productions, Inc., and Diamond Vision Consulting, Inc. having been  
6 served with a Summons and Second Amended Complaint in January, 1996; and

7 The plaintiff having appeared by and through its attorneys, Christine O. Gregoire,  
8 Attorney General, Sally R. Gustafson, Senior Assistant Attorney General and David M. Horn,  
9 Assistant Attorney General, and defendants having appeared by and through their attorney,  
10 Philipp Serrin; and

11 Plaintiff and defendants having agreed upon a basis for adjudication of the matters  
12 alleged in the Complaint, and to the entry of this Stipulated Findings of Fact, Conclusions of  
13 Law, Judgment and Decree (hereinafter "Stipulated Judgment" or "Decree") pursuant to CR  
14 54; and

15 The Court having determined that there is no just reason for delay in the entry of a  
16 final judgment against defendants, and being fully advised, the Court hereby makes and enters  
17 the following:

## 18 II. FINDINGS OF FACT

19 2.1. This action was commenced by the State of Washington pursuant to Chapter  
20 19.86 RCW, the Unfair Business Practices-Consumer Protection Act on December 6, 1994.

21 2.2. Unless otherwise specified, the term "defendants", as used in this document  
22 shall mean Joseph Michael McGuinn, Colleen F. McGuinn, Tri-Star Promotion Corp., Tri-Star  
23 Productions, Inc., and Diamond Vision Consulting, Inc.

24 2.3. Defendants were served with a copy of the Summons and Complaint on  
25 December 6, 1994.

26 2.4. Defendants recognize and state that this Stipulated Judgment is entered into

1 voluntarily and that no promises or threats have been made by the Attorney General's Office  
2 or any member, official, agent or representative thereof to induce defendants to enter into this  
3 Stipulated Judgment except as provided herein. This Order is the result of a compromised  
4 settlement between the parties to a disputed claim.

5 2.5. Defendants further agree that they will not oppose the entry of this Stipulated  
6 Judgment on the grounds it fails to comply with Rule 65(d) of the Rules of Civil Procedure  
7 and hereby waive any objections based thereon.

8 2.6. The violations alleged herein have been, at all times material to this lawsuit,  
9 carried out wholly or in part in King County, State of Washington, by defendants.

10 2.7. Defendants Tri-Star Promotion Corp., Tri-Star Productions, Inc., and Diamond  
11 Vision Consulting, Inc. are Washington corporations with their principal place of business  
12 located in King County at 16301 N.E. 8th Street #108, Bellevue, WA 98008.

13 2.8. Defendants Joseph Michael McGuinn and Colleen F. McGuinn are the General  
14 Manager and President, respectively, of Defendants Tri-Star Promotion Corp., Tri-Star  
15 Productions, Inc., and Diamond Vision Consulting, Inc., and as such they have at all times  
16 relevant to this action individually controlled, directed, participated in, formulated the policies  
17 relating to, had knowledge of, and benefited from the acts, practices, and activities of  
18 Defendants Tri-Star Promotion Corp., Tri-Star Productions, Inc., and Diamond Vision  
19 Consulting, Inc. Defendants Joseph Michael McGuinn and Colleen F. McGuinn reside in King  
20 County at 1759 173rd Avenue N.E., Bellevue, WA 98008. Defendant Joseph Michael  
21 McGuinn as set forth herein were committed on behalf of and for the benefit of the marital  
22 community consisting of himself and Colleen F. McGuinn. The acts committed by Defendant  
23 Colleen F. McGuinn as set forth herein were committed on behalf of and for the benefit of the  
24 marital community consisting of herself and Joseph Michael McGuinn.

25 2.9. Defendants established and controlled the fundraising activities of Defendant  
26 Athletes Supporting Kids Foundation, a Washington non-profit corporation.



1           **3.7.** Defendants' conduct as described in Finding of Fact number 2.11, paragraph  
2 h, constitutes violations of RCW 19.09.230 and RCW 19.86.020.

3           **3.8.** Defendants' conduct as described in Finding of Fact number 2.11, paragraph  
4 k, constitutes violations of RCW 19.09.100(6)(a) and (d) and .100(12), RCW 19.09.230 and  
5 RCW 19.86.020.

6           **3.9.** Defendants' conduct as described in Finding of Fact number 2.11, paragraph  
7 l, constitutes violations of RCW 19.09.100(2)(a) and (b) and .100(3) and RCW 19.86.020.

8           **3.10.** Defendants' conduct as described in Finding of Fact number 2.11, paragraph  
9 m, constitutes violations of RCW 19.09.097(2), RCW 19.09.100(15) and RCW 19.86.020.

10           **3.11.** Defendants' conduct as described in Finding of Fact number 2.11, paragraph  
11 n, constitutes violations of RCW 19.09.190 and RCW 19.86.020.

12           **3.12.** Plaintiff is entitled to a Decree enjoining and restraining defendants, their  
13 officers, employees, agents/ servants, and all persons in active concert or participation with  
14 defendants from engaging in the future in the acts or practices described in the Findings of  
15 Fact within the State of Washington, and granting further injunctive relief as described below.

16           **3.13.** Plaintiff is entitled to a Decree ordering defendants to pay \$20,000.00  
17 (TWENTY THOUSAND DOLLARS) in restitution to consumers pursuant to RCW 19.86.080.

18           **3.14.** Plaintiff is entitled to a Decree ordering defendants to pay \$200,000.00 (TWO  
19 HUNDRED THOUSAND DOLLARS) in civil penalties pursuant to RCW 19.86.140, and  
20 suspending such penalties conditioned upon full compliance by the Defendants with each and  
21 every provision of this Stipulated Judgment. The suspension of the \$200,000.00 civil penalty  
22 provided for herein shall terminate, and defendants shall be relieved of the obligation to pay  
23 this suspended civil penalty, if (i) the Court has not imposed this penalty upon the later of the  
24 following to occur: (a) five years from the date this Judgment is entered and (b) the full  
25 payment of the \$75,000.00 restitution, costs and fees, and if (ii) there is at that time no request  
26 pending before the Court in which the State seeks to impose the suspended civil penalty.



- 1                   b. Falsely claiming to be a volunteer or implying that one is a volunteer in the  
2 course of a solicitation;
- 3                   c. Falsely claiming to be a police officer or firefighter or implying that one is  
4 a police officer or firefighter in the course of a solicitation;
- 5                   d. Falsely representing that contributions will inure to the benefit of fire or  
6 police departments or police officers or firefighters;
- 7                   e. Misrepresenting the portion of the contribution that will be allocated to the  
8 charitable organization;
- 9                   f. Falsely representing that contributions will inure to the benefit of the  
10 D.A.R.E. program or other youth drug education program;
- 11                   g. Falsely representing that a promotion was authorized by a certain person or  
12 organization, including without limitation the Seattle Seahawks and Mary Bridge Children's  
13 Hospital;
- 14                   h. Falsely representing that the person being solicited has contributed in the  
15 past to the organization on whose behalf the solicitation is being conducted;
- 16                   i. Failing to make any of the disclosures required by RCW 19.09 or other  
17 applicable law in any oral or written solicitation, including but not limited to the disclosure of  
18 the name of the commercial fundraiser and the name and city of the charitable organization;
- 19                   j. Soliciting for charitable organizations which are not currently registered with  
20 the Secretary of State;
- 21                   k. Failing to register with the Secretary of State, as required by RCW chapter  
22 19.09, as a commercial fundraiser or charitable organization;
- 23                   l. Failing to post a surety bond as required by RCW chapter 19.09;
- 24                   m. Misrepresenting any facts relating to the donation of tickets to be purchased  
25 or paid for by contributions;
- 26                   n. Committing any misrepresentation in the course of charitable solicitation or

1 sales of goods or services; or

2 o. Committing any other violation of the Charitable Solicitations Act, chapter  
3 19.09 RCW, or the Consumer Protection Act, chapter 19.86 RCW, or the Commercial  
4 Telephone Sales Act, chapter 19.158 RCW, or any rule made under any of these acts.

5 **4.3. Suspended Injunction.** The following injunction is set forth here in section 4.3  
6 as a remedy for the violations committed by Defendants, but its implementation is hereby  
7 suspended upon condition that Defendants shall not commit any substantial violation of the  
8 other injunctive terms of this agreement. Should this Court find in the future that any of the  
9 Defendants who are party to this Stipulated Judgment have substantially violated any of the  
10 injunctive provisions of this Stipulated Judgment, then the parties hereby stipulate and agree  
11 that upon a showing of such violation, the following injunctive relief shall thereupon be  
12 entered:

13 Defendants Joseph Michael McGuinn, Colleen F. McGuinn, Tri-Star Promotion  
14 Corp., Tri-Star Productions, Inc., and Diamond Vision Consulting, Inc., and all  
15 successors, assigns, transferees, officers, agents, servants, employees, representatives,  
16 and all other persons in active concert or participation with defendants are hereby  
17 enjoined and restrained permanently from directly or indirectly engaging in any of the  
18 following conduct in, into or from the state of Washington:

19 a. Engaging in charitable solicitation, as defined by chapter 19.09 RCW, of  
20 any kind whatsoever, including but not limited to promoting or selling tickets by  
21 telephone, mail or other means, to sporting events, concerts, circuses or other events,  
22 where the solicitation states or implies any appeal for the support of police, firefighters,  
23 search and rescue personnel, alcohol or drug abuse programs, drug education programs  
24 including but not limited to D.A.R.E., children's hospitals, other programs to benefit  
25 youth, or any other charitable or purportedly charitable cause of any kind, or is  
26 otherwise a charitable solicitation within the meaning of chapter 19.09 RCW,

1 regardless of whether such solicitation or charitable cause is designated "charitable" or  
2 "not charitable", regardless of whether the beneficiary of such solicitation is  
3 incorporated as a non-profit corporation or has applied for or received approval from  
4 the Internal Revenue Service for tax-exempt status, and regardless of whether such  
5 solicitation is conducted by or on behalf of a charitable organization or a commercial  
6 fundraiser or a for-profit or not-for-profit entity or some other person or entity;

7 b. Engaging in the business of a commercial fundraiser or fundraising  
8 consultant as defined in RCW chapter 19.09 or owning, managing or working for or  
9 on behalf of such a commercial fundraiser or fundraising consultant, whether as an  
10 owner, co-owner, partner, employee, manager, salesperson, script writer or editor,  
11 advisor or consultant, or independent contractor; or

12 c. Engaging in any part of the business of a commercial fundraiser or  
13 fundraising consultant as defined in RCW chapter 19.09 even if real or purported  
14 barriers are created to participation in the planning or execution of the actual  
15 solicitation.

16 **4.4. Cooperation.** In addition, Defendants Joseph Michael McGuinn, Colleen F.  
17 McGuinn, Tri-Star Promotion Corp., Tri-Star Productions, Inc., and Diamond Vision  
18 Consulting, Inc., are enjoined and agree to cooperate fully with the State in regard to the  
19 remaining claims against remaining defendants in the pending litigation, and in pursuing  
20 potential claims against other entities with which they have had dealings or of which they have  
21 knowledge, with such potential claims and other entities to be identified at the time of  
22 settlement. Cooperation shall be reasonable, and shall include truthfully answering questions,  
23 providing available documents including financial records, and testifying, as requested by the  
24 State.

25 **4.5. Prior Notice of Solicitation.** In addition, Defendants Joseph Michael  
26 McGuinn, Colleen F. McGuinn, Tri-Star Promotion Corp., Tri-Star Productions, Inc., and

1 Diamond Vision Consulting, Inc., are enjoined as follows:

2 a. If Defendants choose to conduct charitable solicitation by telephone, then  
3 they shall adhere strictly to a prepared script which shall comply with the law and this  
4 Judgment.

5 b. Before engaging in any solicitation, Defendants will forward the proposed  
6 script for such solicitation, together with any written material to be sent or delivered to  
7 solicitees, to the assistant attorney general assigned to this case. Defendants shall not use such  
8 script or other material for solicitation for a period of fourteen days after the script or material  
9 is delivered to the Office of the Attorney General. The Office of the Attorney General may  
10 notify Defendants that a particular script or piece of material violates the law or this Judgment,  
11 and when such notice is given within fourteen days after the script or material is received,  
12 Defendants shall be enjoined against using the script or material without permission of this  
13 court. Disputes over whether a script or item of material violates the law or this judgment  
14 may be resolved by motion to this court. If the Office of the Attorney General makes no  
15 objection, its failure to object shall not constitute approval of the script or other material for  
16 any purpose, nor shall the Attorney General's failure to object constitute a defense in any  
17 action by the Attorney General against a Defendant for violation of the law or this Judgment.

18 4.6. Use of One Name. In addition, Defendants Joseph Michael McGuinn,  
19 Colleen F. McGuinn, Tri-Star Promotion Corp., Tri-Star Productions, Inc., and Diamond  
20 Vision Consulting, Inc., are enjoined to use only the name Diamond Vision Consulting, Inc.  
21 when doing business, including soliciting, in Washington, and to refrain from using other  
22 corporate or d/b/a names such as Tri-Star or Pegasus Marketing; Defendants are further  
23 enjoined to cease representing that Colleen McGuinn is the president of any of the corporate  
24 defendants, and to cease representing that any person other than Joseph Michael McGuinn is  
25 primarily in control of the corporate defendants. This paragraph shall not prohibit Defendants  
26 from disclosing the names of the events for which they are soliciting, as long as those names

1 are properly registered with the Secretary of State, Defendants make all required disclosures,  
2 and Defendants do not state or imply that the name of the event is the name of their firm; for  
3 example, Defendants may not state that they are "calling from the Celebrity Sports Challenge"  
4 or words to that effect.

## 5 6 V. RESTITUTION

7 5.1. In lieu of restitution directly to consumers, the State of Washington shall recover  
8 and Defendants shall pay restitution in the amount of \$20,000.00 (TWENTY THOUSAND  
9 DOLLARS). All money recovered for restitution shall be held by the Attorney General's  
10 Office (AGO) until distributed, and shall then be distributed to the White Center Boys & Girls  
11 Club. Such restitution money shall be deposited in an interest-bearing account and any interest  
12 accrued, or any money which cannot be distributed to entitled consumers within a reasonable  
13 period of time, shall be distributed as additional restitution where practicable, retained by the  
14 Consumer Protection Division to be applied toward the cost of distribution of the restitution,  
15 applied toward uncollected attorney fees and costs, and/or applied toward uncollected civil  
16 penalties.

17 5.2 Interest on any unpaid balance of restitution shall accrue in the amount of 12%.

## 18 VI. CIVIL PENALTIES

19 6.1. Pursuant to RCW 19.86.140, plaintiff shall recover and defendants shall pay  
20 civil penalties of \$200,000; however, \$200,000 is suspended conditioned on compliance with  
21 the provisions of this judgment. The \$200,000 civil penalty shall be imposed by the court  
22 upon a showing by the state, upon reasonable notice to the defendants, that one or more of the  
23 defendants has committed a substantial violation of one or more of the terms of this judgment.  
24 This suspended civil penalty shall be viewed as analogous to liquidated damages (though here  
25 it is a liquidated penalty) for all of the past violations committed by Defendants in addition to  
26 whatever violations may be committed in the future, to be payable in case of a substantial

1 violation in the future.

2 6.2. Interest on any unpaid balance of civil penalties shall accrue in the amount of  
3 12%.

4 6.3. In the event that the defendants default per Section VIII "TERMS OF  
5 PAYMENT" in the payment of the total judgment balance, all previously suspended civil  
6 penalties will be imposed without notice to the defendants.

7 6.4. The suspension of the \$200,000.00 civil penalty provided for herein shall  
8 terminate, and defendants shall be relieved of the obligation to pay this suspended civil  
9 penalty, if (i) the Court has not imposed this penalty upon the later of the following to occur:

10 (a) five years from the date this Judgment is entered and

11 (b) the full payment of the \$75,000.00 restitution, costs and fees,

12 and if (ii) there is at that time no request pending before the Court in which the State seeks  
13 to impose the suspended civil penalty.

14 **VII. ATTORNEYS' FEES AND COSTS**

15 7.1. Pursuant to RCW 19.86.080, plaintiff shall recover and defendants shall pay  
16 attorney's costs and fees incurred in pursuing this matter in the amount of \$55,000.

17 7.2. Interest on any unpaid balance shall accrue in the amount of 12% per annum.

18 7.3. The defendants shall bear plaintiff's reasonable costs, including reasonable  
19 attorneys' fees, for enforcing this Judgment in any successful action to enforce any of its  
20 provisions.

21  
22 **VIII. TERMS OF PAYMENT**

23 8.1. The judgment amount of \$75,000.00 is to be paid in full, including interest,  
24 within 72 months of entry of this Judgment and shall be paid as follows:

25 a. At the time this Judgment is entered, initial payment of no less than

26 \$2,000.00, to be applied half toward costs and half toward restitution, shall be made

1 by cashier's check, made payable to the Attorney General - State of Washington, and  
2 shall be delivered to the Office of the Attorney General, 900 Fourth Avenue, Suite  
3 2000, Seattle, WA, 98164, Attention: Valerie McFeron.

4 b. No later than six months after the date on which this Judgment is  
5 entered, payment of \$8,000.00 (EIGHT THOUSAND DOLLARS), to be applied half  
6 toward costs and half toward restitution, shall be made by cashier's check, made  
7 payable to the Attorney General - State of Washington, and shall be delivered to the  
8 Office of the Attorney General, 900 Fourth Avenue, Suite 2000, Seattle, WA, 98164,  
9 Attention: Valerie McFeron.

10 c. By no later than August 1, 1996, and on the first day of each month  
11 thereafter, Defendant shall make a payment of \$1,000.00 (ONE THOUSAND  
12 DOLLARS) which shall be applied to costs and fees. Defendants shall pay \$1,000 per  
13 month for the first 12 months, then \$1,200 per month for the next 12 months, then  
14 \$1,400 per month for the next 12 months, then \$1,600 per month until the full amount  
15 of the judgment and all applicable interest at the rate of 12 percent per annum has been  
16 paid in full.

17 d. Any suspended penalties which are imposed as a result of this Judgment  
18 being violated shall be due and payable, in full, immediately.

19 8.2. All payments shall be made by cashier's check, made payable to the Attorney  
20 General -- State of Washington, and shall be delivered to the Office of the Attorney General,  
21 900 Fourth Avenue, Suite 2000, Seattle, Washington, 98164, Attention: Valerie McFeron.

22 8.3. In the event that the defendants fail to make any of their scheduled payments  
23 by the tenth day after the date on which it is due, the defendants will be considered to be in  
24 default of the "Terms of Payment" and their entire debt under this Judgment shall be  
25 accelerated and shall become due and payable immediately.  
26

**IX. ENFORCEMENT**

1  
2       **9.1.** Violation of any of the terms of this Judgment shall constitute a violation of an  
3 injunction for which civil penalties of up to \$25,000 per violation may be sought by the  
4 Attorney General pursuant to RCW 19.86.140 in addition to other remedies specified by law  
5 and herein.

6       **9.2.** The violation of any of the terms of this Judgment shall constitute a violation  
7 of RCW 19.86.020 of the Consumer Protection Act.

8       **9.3.** Nothing in this Judgment shall be construed as a limit or bar to any other  
9 governmental entity or other consumer in the pursuit of other available remedies against  
10 Defendants.

11       **9.4.** Representatives of the Office of the Attorney General shall be permitted, upon  
12 10 days' notice to defendants, to gain access to, inspect, and/or copy all business records or  
13 documents under the control of defendants, in order to monitor compliance with this Judgment.

14       **9.5.** Representatives of the Office of the Attorney General shall be permitted to  
15 question the defendants, or any officer, director, agent or employee of any defendants to this  
16 complaint by deposition, pursuant to the provisions of CR 30 in order to monitor compliance  
17 with this Judgment.

18       **9.6.** Pursuant to RCW 19.86.140, any violation of the terms of this Judgment may  
19 form the basis for further enforcement proceedings, including, but not limited to, (1)  
20 imposition of the suspended injunction set forth in paragraph 4.3, (2) payment of those  
21 suspended civil penalties in the amount of \$200,000 which shall become immediately due and  
22 owing upon failure to comply with this judgment and decree, and (3) contempt of court  
23 proceedings. In addition, for any cumulative violations occurring after the court has imposed  
24 these remedies, the court may choose to impose (1) forfeiture of a civil penalty of up to  
25 \$25,000.00 per violation for violations committed after the date of this Judgment; and (2)  
26 additional contempt of court proceedings; and (3) other appropriate equitable remedies.

1           **9.7.** Under no circumstances shall this Judgment or the names of the State of  
2 Washington or the Office of the Attorney General, Consumer Protection Division or any of  
3 its employees or representatives be used by Defendant's agents or employees in connection  
4 with the promotion of any product or service or an endorsement or approval of Defendant's  
5 practices. Defendants shall not claim that this Judgment or the fact of settlement of this case  
6 constitutes approval by the Attorney General's Office of their business or its officers or its  
7 practices.

8           **9.8.** The Court finding no just reason for delay, hereby expressly directs entry of this  
9 Judgment.

10           **9.9.** Jurisdiction is retained for the purpose of enabling any party to this Judgment  
11 with or without the prior concert or approval of the other party to apply to the Court at any  
12 time for the enforcement or clarification of this Judgment.

13           **9.10.** The court's order imposing terms, entered May 17, 1996, is hereby vacated.

14           **9.11.** This proceeding in all other respects is hereby dismissed with respect to  
15 defendants Joseph Michael McGuinn, Colleen F. McGuinn, Tri-Star Promotion Corp., Tri-Star  
16 Productions, Inc., and Diamond Vision Consulting, Inc., and this Judgment is entered

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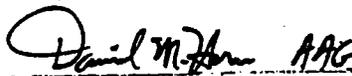
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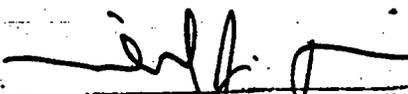
1 pursuant to RCW 19.86.080. The findings of fact set forth herein shall not be used to  
2 jeopardize or revoke the licensed authority of Defendants so long as Defendants, subsequent  
3 to the date this Order is entered, remain in compliance with all applicable provisions of RCW  
4 19.09, RCW 19.86, and the terms of this Judgment.

5 **DONE IN OPEN COURT** this 26<sup>th</sup> day of June, 1996.

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7  
8 Presented By:

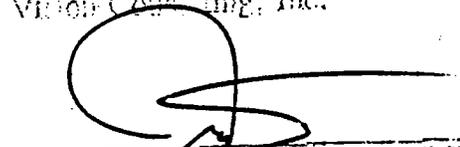
9 **CHRISTINE O. GREGOIRE**  
10 Attorney General  
11 **SALLY REED GUSTAFSON**  
Senior Assistant Attorney General

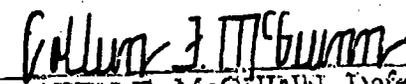
12  
13  **DAVID M. HORN, WSHA #13514**  
14 Attorneys for Plaintiff  
15 State of Washington

  
16 **JUDGE/COURT CLERK**  
17 **MICHAEL J. KELLY**

18 Agreed to, Approved for Entry and Notice  
of Presentation Waived By:

19  
20   
21 **PHILIPP SERRIN**  
22 WSHA #11961  
23 Attorney for Defendants  
24 Joseph Michael McGuinn, Colleen F.  
25 McGuinn, Tri-Star Promotion Corp., Tri-  
26 Star Productions, Inc., and Diamond  
Vision Consulting, Inc.

  
27 **JOSEPH MICHAEL MCGUINN**, Defendant  
28 for himself and Tri-Star Promotion Corp.,  
29 Tri-Star Productions, Inc., and Diamond  
30 Vision Consulting, Inc.,  
31 Defendants

32   
33 **COLLEEN F. MCGUINN**, Defendant  
34 for herself and Tri-Star Promotion Corp.,  
35 Tri-Star Productions, Inc., and Diamond  
36 Vision Consulting, Inc.,  
Defendants