

APR 21 2010

Cas.
Superior

STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

NO. 10-2-14359-9 SEA

STATE OF WASHINGTON,

Plaintiff,

v.

STIPULATED JUDGMENT AS
TO DEFENDANT JENNIFER
MAE BARTLET

CHARITABLE ASSISTANCE GROUP, INC., a
Washington Corporation, a/k/a CAG, Charitable
Assistance Fund, Celebrity Sports Challenge, CSC,
Donkey Softball Challenge, DSC, Fireball Classic,
FBC, Jock 'N Cop B-Ball Jam, JNC, Spinoza Buddy
Bear Program; DIRECT FUNDING SERVICES,
INC., a Washington Corporation, a/k/a DFS, Direct
Funding, Celebrity Sports Challenge, Donkey
Softball Challenge, Fireball Classic, Jock 'N Cop B-
Ball Jam, Magic of Christmas, Spinoza Teddy Bear
Program, Spinoza Buddy Bear Program, Tickle
Toon Typhoon, The Toy Chest; JUSTIN
MCGUINN, a/k/a Justin Adrian, individually and as
part of his marital 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.

I. JUDGMENT SUMMARY

1.1 Judgment Creditor: State of Washington

1.2 Judgment Debtor: Jennifer Mae Bartlett, a/k/a Virginia Mae
Bartlett, Virginia Mae Sherman, Virginia
Mae Baker, and her marital community

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1 Defendant recognizes and states that this Stipulated Judgment is entered into voluntarily
2 and that no promises or threats have been made by the Attorney General's Office or any member,
3 officer, agent or representative thereof to induce Defendant to enter into this Stipulated
4 Judgment, except as provided herein;

5 Defendant waives any right she may have to appeal from this Stipulated Judgment;

6 Defendant further agrees that she will not oppose the entry of this Stipulated Judgment on
7 the grounds the Stipulated Judgment fails to comply with Rule 65(d) of the Rules of Civil
8 Procedure, and hereby waive any objections based thereon;

9 The parties further agree that this Court shall retain jurisdiction of this action for the
10 purpose of implementing and enforcing the terms and conditions of the Stipulated Judgment and
11 for all other purposes; and

12 The Court finds no just reason for delay.

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

14 **II. STIPULATIONS REGARDING FACTS**

15 2.1 The Defendant does not admit to the facts set forth herein. The Parties agree
16 that the entry of this Stipulated Judgment shall not constitute findings of fact by the Court. The
17 Defendants agree that if this matter proceeded to trial, the State could produce admissible
18 evidence sufficient for the Court to make the factual findings set forth herein.

19 2.2 The violations alleged in the State's Complaint occurred wholly or in part in
20 King County, Washington, and elsewhere in the state of Washington. Defendant transacts or
21 has transacted business in the state of Washington.

22 2.3 Defendant is an employee or independent contractor of Charitable Assistance
23 Group and was an employee or independent contractor of Direct Funding Services.

24 2.4 Defendant solicited charitable contributions from the general public for various
25 charitable organizations, including but not limited to, the Vancouver Junior Chamber of
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1 Commerce (Vancouver Jaycees), the Renton Junior Chamber of Commerce (Renton Jaycees),
2 the Kirkland Junior Chamber of Commerce (Kirkland Jaycees), Veterans Now, and the Junior
3 Chamber of Commerce.

4 2.5 Defendant solicited and collected charitable contributions on behalf of
5 charitable organizations that were not properly registered with the Secretary of State,
6 including but not limited to the Renton Jaycees, the Kirkland Jaycees, the Vancouver Jaycees,
7 and the Washington Jaycees.

8 2.6 Defendant solicited or collected charitable contributions solely in the name of
9 "Charitable Assistance Fund" without disclosing the name of a charitable organization on
10 whose behalf the solicitation was made.

11 2.7 Defendant solicited charitable contributions from the general public by
12 telephone and by written solicitations. In soliciting charitable contributions from the general
13 public, Defendant failed to clearly and conspicuously disclose in solicitations the name of
14 CAG or DFS, and failed to clearly and conspicuously disclose the name and city of the
15 charitable organization in whose name the solicitation was made.

16 2.8 In soliciting charitable contributions, Defendant misrepresented directly or by
17 implication that paid solicitors were volunteers or members of the charitable organizations in
18 whose name the solicitation was made.

19 2.9 In soliciting charitable contributions, Defendant misrepresented either directly
20 or by implication the charitable organization that would benefit from the charitable
21 contributions.

22 2.10 In soliciting charitable contributions, Defendant misrepresented that the funds
23 donated would be used for a charitable purpose when the funds were used for non-charitable
24 purposes.

1 2.11 In soliciting charitable contributions, Defendant misrepresented or failed to
2 clearly and conspicuously disclose the charitable purpose for the donation and the charitable
3 organization that would benefit from the donation.

4 2.12 In soliciting charitable contributions, Defendant used the words “firefighters,”
5 “police,” or other similar words without written authorization from a bona fide firefighter or
6 law enforcement organization or department.

7 2.13 Defendant falsely claimed to represent organizations or entities without the
8 authority to do so, including making false claims that Defendant represented the Spinoza Bear
9 Company or Northwest Firefighters

10 2.14 Defendant engaged in a conflict of interest by forming a charitable
11 organization, Vancouver Jaycees, while employed by a commercial fundraiser and by entering
12 into a commercial fundraising contract on behalf of Vancouver Jaycees while an employee of
13 a commercial fundraiser.

14 **III. STIPULATIONS REGARDING CONCLUSIONS OF LAW**

15 3.1 The Defendant does not admit that she violated RCW 19.09 or 19.86. The
16 Parties agree that the entry of this Stipulated Judgment shall not constitute findings or
17 conclusions of law by the Court that the defendants violated RCW 19.09 or 19.86. The
18 Defendant agrees that if this matter proceeded to trial, the State could produce admissible
19 evidence sufficient for the Court to make the conclusions of law set forth herein.

20 3.2 The acts and practices as described in Finding of Fact 2.5 violate
21 RCW 19.09.065, 19.09.100(15) and (16) and are *per se* violations of RCW 19.86 pursuant to
22 RCW 19.09.340. The acts and practices as described in Findings of Fact 2.7 and 2.8 also have
23 the capacity to mislead a substantial number of consumers, are unfair and deceptive, and are
24 unfair methods of competition and therefore constitute violations of RCW 19.86.020, which
25 prohibits unfair methods of competition and unfair or deceptive acts or practices in the conduct
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1 of any trade or commerce, notwithstanding that they are *per se* violations of the RCW 19.86
2 pursuant to RCW 19.09.340.

3 3.3 The acts and practices as described in Findings of Fact 2.6 and 2.7 violate
4 RCW 19.09.100(2) and (3) and are *per se* violations of RCW 19.86 pursuant to
5 RCW 19.09.340. The acts and practices as described in Findings of Fact 2.6 and 2.7 also have
6 the capacity to mislead a substantial number of consumers, are unfair and deceptive, and are
7 unfair methods of competition and therefore constitute violations of RCW 19.86.020, which
8 prohibits unfair methods of competition and unfair or deceptive acts or practices in the conduct
9 of any trade or commerce, notwithstanding that they are *per se* violations of the RCW 19.86
10 pursuant to RCW 19.09.340.

11 3.4 The acts and practices as described in Finding of Fact 2.8 violate
12 RCW 19.09.100(7)(b) and (c), and are *per se* violations of RCW 19.86 pursuant to
13 RCW 19.09.340. The acts and practices as described in Finding of Fact 2.8 also have the
14 capacity to mislead a substantial number of consumers, are unfair and deceptive, and are unfair
15 methods of competition and therefore constitute violations of RCW 19.86.020, which prohibits
16 unfair methods of competition and unfair or deceptive acts or practices in the conduct of any
17 trade or commerce, notwithstanding that they are *per se* violations of the Consumer Protection
18 Act pursuant to RCW 19.09.340.

19 3.5 The acts and practices as described in Finding of Fact 2.9 violates
20 RCW 19.09.100(12) and (16), and are *per se* violations of RCW 19.86 pursuant to
21 RCW 19.09.340. The acts and practices as described in Finding of Fact 2.9 also have the
22 capacity to mislead a substantial number of consumers, are unfair and deceptive, and are unfair
23 methods of competition and therefore constitute violations of RCW 19.86.020, which prohibits
24 unfair methods of competition and unfair or deceptive acts or practices in the conduct of any
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1 trade or commerce, notwithstanding that they are *per se* violations of the Consumer Protection
2 Act pursuant to RCW 19.09.340.

3 **3.6** The acts and practices as described in Findings of Fact 2.10, 2.11, and 2.13
4 violate RCW 19.09.100(12) and (16), and are *per se* violations of RCW 19.86 pursuant to
5 RCW 19.09.340. The acts and practices as described in Findings of Fact 2.10, 2.11, and 2.13
6 also have the capacity to mislead a substantial number of consumers, are unfair and deceptive,
7 and are unfair methods of competition and therefore constitute violations of RCW 19.86.020,
8 which prohibits unfair methods of competition and unfair or deceptive acts or practices in the
9 conduct of any trade or commerce, notwithstanding that they are *per se* violations of the
10 Consumer Protection Act pursuant to RCW 19.09.340.

11 **3.7** The acts and practices as described in Finding of Fact 2.12 violate
12 RCW 19.09.100(9) and (16), and are *per se* violations of RCW 19.86 pursuant to
13 RCW 19.09.340. The acts and practices as described in Finding of Fact 2.12 also have the
14 capacity to mislead a substantial number of consumers, are unfair and deceptive, and are unfair
15 methods of competition and therefore constitute violations of RCW 19.86.020, which prohibits
16 unfair methods of competition and unfair or deceptive acts or practices in the conduct of any
17 trade or commerce, notwithstanding that they are *per se* violations of the Consumer Protection
18 Act pursuant to RCW 19.09.340.

19 **3.8** The acts and practices described in Findings of Fact 2.14 violate
20 RCW 19.86.020 because they have the capacity to mislead a substantial number of consumers,
21 are unfair and deceptive, and are unfair methods of competition.

22 **3.9** Plaintiff is authorized by RCW 19.09.340 and 19.86.080 to enjoin violations of
23 the Consumer Protection Act, to obtain restitution on behalf of persons harmed by such
24 violations, and to obtain such further and other relief as the court may deem appropriate,
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1 in active concert or participation with Defendant of the terms and conditions of this Judgment
2 and Order.

3 4.3 Defendant and all successors, assigns, transferees, officers, agents, servants,
4 employees, representatives, affiliates, attorneys and all other persons or entities in active
5 concert or participation with Defendant are hereby permanently enjoined and restrained from
6 directly or indirectly engaging in the following acts or practices in the state of Washington:

7 4.3.1 Engaging in charitable solicitation, as defined by RCW 19.09 as
8 currently enacted or subsequently amended, of any whatsoever, including but not limited to
9 any solicitation where states or implies any appeal for the support of veterans, children,
10 children's hospitals, or other programs to benefit youth, homeless families, firefighters, law
11 enforcement officers, or any other charitable or purportedly charitable cause of any kind,
12 regardless of whether the beneficiary or beneficiaries of such solicitations are individuals,
13 groups, organizations, associations, for-profit corporations, non-profit corporations, hospitals,
14 group homes, or other entity.

15 4.3.2 Owning, operating, managing, consulting with, or working for or on
16 behalf of any charitable organization that conducts charitable solicitations in the state of
17 Washington, whether as an owner, co-owner, partner, employee, manager, salesperson,
18 telefunder or telemarketer, solicitor, script writer or editor, advisor or consultant, or
19 independent contractor.

20 4.3.3 Engaging in the business of a commercial fundraiser, commercial
21 coventurer, or fundraising consultant as defined in RCW 19.09 or WAC 434-120 as currently
22 enacted or subsequently amended, or owning, managing, or working for or on behalf of such
23 commercial fundraiser or fundraising consultant, whether as an owner, co-owner, partner,
24 employee, manager, salesperson, telefunder or telemarketer, solicitor, script writer or editor,
25 advisor or consultant, or independent contractor.

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V. CIVIL PENALTIES

5.1 Pursuant to RCW 19.86.140, Plaintiff shall recover and Defendant shall pay civil penalties in the amount of \$50,000, provided the entire \$50,000 shall be suspended on condition of compliance with all of the terms of this Judgment and Decree, and on the condition that the financial disclosure information submitted by Defendant is materially true, complete, and accurate.

5.2 The suspended portion of the civil penalty shall be imposed by the Court upon a showing by the State, upon reasonable notice to the Defendant, that the Defendant materially has violated one or more of the terms of this Judgment and Decree, or upon a showing that the financial disclosure information submitted by Defendant is materially untrue, incomplete, or inaccurate. This suspended civil penalty shall be viewed as analogous to liquidated damages (or a liquidated penalty) for all of the past violations committed by Defendant in addition to whatever violations Defendant may commit in the future, to be payable in case of a material violation in the future.

VI. ATTORNEYS' FEES AND COSTS

6.1 Pursuant to RCW 19.86.080, Plaintiff shall recover and Defendant shall pay costs and attorneys' fees incurred in pursuing this matter in the amount of \$23,809. However, the entire \$23,809 shall be suspended conditioned on Defendant's compliance with the terms of this Consent Decree, and on the condition that the financial disclosure information submitted by Defendant is materially true, complete, and accurate.

6.2 The suspended portion of the costs and attorneys' fees shall be imposed by the Court upon a showing by the State, upon reasonable notice to the Defendant, that Defendant materially has violated one or more of the terms of this Judgment and Decree, or upon a showing that the financial disclosure information submitted by Defendant is materially untrue, incomplete, or inaccurate. This suspended costs and attorneys' fees shall be viewed as

1 analogous to liquidated damages (or a liquidated penalty) for all of the past violations
2 committed by Defendant in addition to whatever violations Defendant may commit in the
3 future, to be payable in case of a material violation in the future.
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5 6.3 Defendant shall bear Plaintiff's reasonable costs, including reasonable
6 attorneys' fees, for enforcing this Judgment in any successful action to enforce any of its
7 provisions.

8 VII. ENFORCEMENT

9 7.1 Pursuant to RCW 19.86.140, any violation of the terms of this Judgment may
10 form the basis for further enforcement proceedings.

11 7.2 The violation of any of the terms of this Judgment shall constitute a violation of
12 the Consumer Protection Act, RCW 19.86.

13 7.3 Jurisdiction is retained for the purpose of enabling any party to this Judgment,
14 with or without the prior consent or approval of the other party, to apply to the Court at any
15 time for the enforcement of compliance therewith, the punishment of violations thereof, or the
16 modification or clarification thereof.

17 7.4 Nothing in this Judgment shall be construed as to limit or to bar any other
18 governmental entity or any other consumer in the pursuit of additional remedies against
19 Defendant.

20 7.5 Representatives of the Office of Attorney General shall be permitted, upon 10
21 days' notice to Defendant, to access, inspect, and/or copy all business records or documents
22 under the control of Defendant, in order to monitor compliance with the injunctive provisions
23 of this Stipulated Judgment.

24 7.6 Under no circumstances shall this Judgment or the names of the State of
25 Washington or the Office of the Attorney General, Consumer Protection Division, or any of its
26 employees or representatives be used by Defendant's agents or employees in connection with

1 the promotion of any product or service or an endorsement or approval of Defendant's
2 practices.

3 7.7 The Court finding no just reason for delay, hereby expressly directs entry of this
4 Judgment.

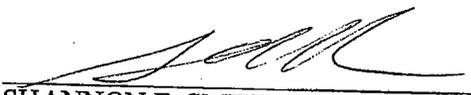
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6 SO ORDERED this _____ day of _____, 2010.

7 CARLOS Y. VELATEGUI

JUDGE/COURT COMMISSIONER

8 ROBERT M. MCKENNA
9 Attorney General

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11 SHANNON E. SMITH, WSBA #19077
12 Assistant Attorney General
13 Attorneys for Plaintiff
14 State of Washington

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16 JENNIFER MAE BARTLETT a/k/a Virginia
17 Mae Bartlett, Virginia Mae Sherman, Virginia
18 Mae Baker, Defendant

19 _____, WSBA # _____
20 Attorney for Defendant