STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON, Plaintiff, v. WHITE CRANE TECHNOLOGIES, a Washington limited liability company; TNT CART, a Washington limited liability company doing business as Strada Technologies; CYBERCOM TECHNOLOGIES, a Washington limited liability company doing business as WIZY-WIZ ECOMMERCE; JEREMY AVEY, individually and on behalf of his marital community; ALEXANDER MARTIN, individually and on behalf of his marital community; BRENT STANPHILL, individually and on behalf of his marital community, Defendants.	NO. 09-2-17922-1SEA STIPULATED JUDGMENT AS TO DEFENDANT ALEXANDER MARTIN WHITE CRANE TECHNOLOGIES; TNT CART; CYBERCOM TECHNOLOGIES; and ABCECOMMERCE

I. JUDGMENT SUMMARY

1.1	Judgment Creditor:	State of Washington
1.2	Judgment Debtors:	ALEXANDER MARTIN, individually and on behalf of his marital community; WHITE CRANE TECHNOLOGIES; TNT CART; CYBERCOM TECHNOLOGIES; and ABCEcommerce.
1.3	Principal Judgment Amount:	$80,000.00 in addition to any restitution payable pursuant to the provisions of Paragraph 6.1below.

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ORIGINAL

1.4	Post Judgment Interest Rate:	12% per annum, beginning twelve months from the date of Judgment.
1.5	Attorney for Judgment Creditor:	Paula Selis, Senior Counsel.
1.6	Attorney for Judgment Debtors:	Tucker Blair.

Plaintiff, State of Washington, having filed a Complaint for Injunctive and Other Relief on November 12, 2008; and

Defendants having been served with copies of the Complaint herein; and

Plaintiff appearing by and through its attorneys, Robert M. McKenna, Attorney General, and Paula Selis, Senior Counsel; and

Defendants Alexander Martin; White Crane Technologies; TNT Cart; Cybercom Technologies and ABCEcommerce (hereinafter "Defendants") appearing by and through their attorney, Tucker Blair; and;

Plaintiff and Defendants having stipulated and agreed upon a basis for resolving the matters alleged in the Complaint herein and to the entry of this Findings of Fact, Conclusions of Law, Judgment and Decree (hereinafter "Decree") pursuant to CR 54; and

Defendant Martin and Cybercom Technologies, d/b/a/ ABC ECommerce having complied with the registration provisions of the Commercial Telephone Solicitation Act since November 2010; and

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

II. FINDINGS OF FACT

2.1 On May 4, 2009, the State of Washington (hereinafter "the State") filed a lawsuit against Defendants White Crane Technologies, also doing business as White Crane Productions ("White Crane Technologies"); TNT Cart LLC, a Washington for-profit limited

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liability company also doing business as Strada Technologies ("TNT Cart"); Cybercom Technologies, LLC ("Cybercom"), Jeremy Avey; Alexander Martin and Brent Stanphill, The lawsuit alleged violations of the Consumer Protection Act and the Commercial Telephone Solicitation Act. The lawsuit alleged that in the context of selling website design and search engine optimization services to small businesses across the country, Defendants make numerous misrepresentations; fail to deliver services; make unauthorized charges on consumers' accounts; provide poor customer service; and fail to comply with Washington's requirements under the Commercial Telephone Solicitation Act.

2.2 Defendants advertise and sell a variety of internet marketing services to internet-based business across the United States and Canada, including website design, website hosting, competitor research and search engine optimization. They advertise their services on www.wizy-wiz.com, and formerly on www.tntcart.com, www.whitecraneproductions.com and http://whitecranecms.com. They also market through unsolicited telemarketing.

2.3 Internet-based businesses often rely on search engines ("SEO's") and other marketing mechanisms to lead potential customers to their websites. Defendants offer website design and marketing services which purport to "provide innovative global electronic commerce solutions, excelling in speed, reliability, technical support, and providing the advanced capabilities of the Internet to businesses of any size." http://www.whitecranecms.com, July 3, 2006. Defendants represent their services "can position your business on the shoulders of your competitors. By knowing your market and your competitors, you will be gifted with a detailed bird's-eye view rather then resorting to months of trial and error." http://www.tntcart.com/marketing.html, March 11, 2009.

2.4 White Crane Technologies offered several marketing service packages, ranging from a basic "Bronze" package costing $999.99, that included website design services and marketing services; to a comprehensive "Platinum" package costing $9,999.99 plus a $75.00

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monthly maintenance fee, that included website design services and marketing services. http://www.whitecraneproductions.com/seoservices.html, August 6, 2006.

2.5 Defendant TNT Cart offered three service packages, ranging from a basic "Starter Plan" with a set-up fee of $5,750.00 and a monthly hosting fee of $19.99; to an advanced "Pro Plus" plan with a $14,750.00 set-up fee and a $39.99 monthly hosting fee. http://www.tntcart.com/services.html, January 12, 2009; http://www.tntcart.com/starter.html, March 11, 2009; http://www.tntcart.com/proplus.html. TNT Cart's website stated "TNT Cart! is a leader in E commerce software development, consistently setting new standards in the industry. With nearly a decade devoted to research and development, our technology is next to nothing you will find available on the internet today. Because of our hands on approach we are able to present a solution that is truly 'Hands Free.' All of our services is [sic] backed by a satisfaction warranty."

2.6 On March 3, 2009, Defendant TNT Cart announced, via its website, that it "officially shut the business down." http://www.tntcart.com, March 19, 2009. On or about that date, it began doing essentially the same business on the website www.wizy-wiz.com, this time under the name of Wizy-Wiz eCommerce. According to its website, "Wizy-Wiz eCommerce Shopping Cart specializes in website design, shopping cart services, domain name registration, and a secure hosting environment." www.wizy-wiz.com/about_us.html, March 23, 2009. Wizy-Wiz eCommerce, like its predecessors, offers different packages of services for different prices. These packages include the "Amethyst," "Citrine," "Sapphire" and "Diamond" packages. *Id.*

2.7 Many of Defendants' clients are small to mid-size business owners who rely on them to provide software, technical support and advice in order to operate their websites. Defendants specifically market their services to appeal to businesses which have existing websites by telling them that their existing websites are not updated with the latest technology. Defendants offer an "economical solution for small website store owners in need of a base

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platform with dynamic functionality." http://www.tntcart.com/First_Step_Program.html, January 12, 2009. They represent that they have "established an industry-wide reputation as the market-leading provider of web services for small businesses and individuals." http://www.whitecraneproductions.com/aboutUs.html, August 6, 2006.

2.8 By way of continuing technical support, Defendants promise that "[a]ll of our services is [sic] backed by a satisfaction warranty. We will continue to develop your website until we produce results." (Exhibit E); and "[a]nytime that you have questions about your website all you have to do is call into your assigned technician and our team will do the rest." http://www.tntcart.com/support.html, March 11, 2009. Defendants also state: "[o]ur knowledgeable and responsive support team is equipped and ready to answer all your questions to help create your web presence." Their Wizy-Wiz website promises "To ensure our clients get the best results, we manage the entire process for you, replacing guesswork with our time-proven methodology. Wizy-Wiz eCommerce Shopping Cart! unparalleled online marketing success and technical website design experience makes this a high profit investment. [sic]"

2.9 Throughout the course of Defendants' business activities, they have changed names and business entities, but they have continued to engage in the same practices. Defendants Avey and Stanphill first began business on December 1, 2005, as White Crant Technologies, a sole proprietorship. They then formed as White Crane Technologies, LLC on April 27, 2006, and continued as that entity until April 30, 2007. Defendants Avey and Martin then formed as TNT Cart, LLC d/b/a Strada Technologies on August 16, 2007. This license was valid until August 16, 2008. Defendants Avey and Martin changed their name to Strada Cart LLC on April 8, 2008, and changed their name to TNT Cart LLC, effective July 16, 2008. They then formed as TNT Cart, LLC d/b/a Strada Technologies on August 16, 2007. This license was valid until August 16, 2008. They changed their name to Strada Cart LLC on April 8, 2008, and changed their name to TNT Cart LLC, effective July 16, 2008. Defendants next incorporated as Cybercom Technologies, LLC on October 28, 2008, with the registered

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Seattle, WA 98104-3188
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trade names of ABC Ecommerce, LLC, which was itself incorporated on April 1, 2010, and Wizy-Wiz. The Unified Business Identifier registered with the Washington Secretary of State ("UBI") currently used by ABC Ecommerce, LLC, #602 874 505, is the same UBI as Cybercom Tehnologies, LLC. ABC Ecommerce LLC is located at 901 Occidental Avenue Suite 202, Seattle, WA 98134.

2.10 Throughout the course of all of the aforementioned name and entity changes, Jeremy Avey was a member or manager of the business entities. Brent Stanphill was a manager of White Crane Technologies and White Crane Technologies, LLC. Alex Martin was a manager of TNT Cart, LLC, d/b/a Strada Technologies, Strada Cart, LLC, and TNT Cart, LLC. Brent Stanphill was a manager of White Crane Technologies and White Crane Technologies, LLC. Defendants have used four web addresses to advertise, market, sell and otherwise communicate information relating to their services to members of the general public: www.whitecraneproductions.com, www.wizy-wiz.com, www.tntcart.com, and www.abcecommere.com. Defendant Alex Martin is liable under the terms of this Judgment for the practices of White Crane Technologies and White Crane Technologies, LLC as a successor in interest to those entities, and the businesses TNT Cart, LLC, d/b/a Strada Technologies, Strada Cart, LLC, TNT Cart, LLC and ABCEcommerce are liable under the terms of this Judgment as successor entities to White Crane Technologies and White Crane Technologies, LLC.

2.11 Defendants represent that clients' websites will be completed within a prescribed period from the time of purchase. In fact, in many instances, the websites are not completed within the time promised. In other instances, Defendants fail to deliver any services at all. Numerous consumers have complained that Defendants promise functional websites, usually within a specified period of sixty days. In some instances, when consumers have called or emailed Defendants in an attempt to obtain services, they learn that Defendants have shut down their business and are no longer providing services.

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2.12 Since their original business formation under the name White Crane Systems, a sole proprietorship, Defendants have changed the form of their business four times and used at least eight names to identify themselves.[1] In the context of changing their names and their business entities, Defendants have failed to inform their customers of the change, and essentially ceased doing business with their customers. In those instances, Defendants had taken money from consumers to construct their websites, and then simply stopped providing services or communicating with their customers. When the consumers attempted to contact Defendants through their former telephone numbers, websites and email addresses, they discovered that Defendants had seemingly disappeared. *Id.* Once Defendants had abandoned their former customers, they reformulated under a new name and solicited new customers, or in some cases, re-solicited their former customers without disclosing that they were, in fact, the business that had formerly abandoned them.

2.13 The Attorney General's Office has received numerous complaints from consumers who state that once Defendants have obtained up-front payment for services, they fail to deliver what has been promised. A typical complaint states that "White Crane Technologies was to design a new website on their server and optimize it to get it listed on the major search engines. They did not design a website for me…The website never went live with my URL and was never optimized properly." Thirteen consumers have complained to Plaintiff that they paid for services promised by Defendants, but did not receive any services at all. Twenty-one received incomplete services.

2.14 Defendants represent that they perform marketing optimization and provide ongoing product support services for their clients. They represent that they provide customer support when contacted through the phone number and email address given on their website

[1] Defendants began business as White Crane Technologies, a sole proprietorship, changed to White Crane Technologies, LLC; changed to TNT Cart LLC, and finally changed to Cybercom Technologies LLC. They have also done business under other names, including White Crane Productions, Strada Technologies, Wizy-Wiz e Commerce and ABC Ecommerce LLC. They have used at least eight names during a five year period.

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
(206) 464-7745

and Terms and Conditions agreement. http://www.tntcart.com/contact.html, January 12, 2009; http://www.whitecraneproductions.com/contactus.html, August 6, 2006. For example, Defendants state, "[a]nytime that you have questions about your website all you have to do is call into your assigned technician and our team will do the rest," and "our knowledgeable and responsive support team is equipped and ready to answer all your questions." In many instances, consumers are not able to contact Defendants through either the email address or phone number. When consumers leave phone and email messages, in many instances Defendants do not respond to them.

2.15 Many consumers complain that despite Defendants' representations, they failed to provide ongoing support or services. Twenty-five consumers have complained to Plaintiff about Defendants' failure to provide ongoing support or services.

2.16 Defendants represent that clients will realize increased sales by purchasing their services. They state that "by being able to identify what your target consumers are looking for, you will be benefitted by a higher ROI [Return on Investment] then [sic] otherwise." Likewise, Defendants state "[w]e combine traditional business practices with proven internet strategies and ongoing research to help clients maximize online sales and marketing."

2.17 These online representations are similar to their oral ones. Three consumers have complained to Plaintiff that Defendants misrepresented their ability to increase online sales.

2.18 Defendants represent that the work they provide to clients is high quality. For example, Defendants state that their Starter Plan supplies a "high-quality functional means to transact retail online sales." In fact, Defendants' website design is often defective, including instances where online purchasing capabilities do not function, internet compatibility problems arise, and portions of clients' websites are deleted and not re-loaded. In other instances, clients' websites contain inaccurate information which Defendants fail to correct, despite

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
(206) 464-7745

repeated notification. Twenty-one consumers have complained to Plaintiff about the quality of services provided by Defendants.

2.19 Defendants tell consumers that they may request and receive refunds. Defendants represent that they provide a money-back guarantee, promising "our advanced processes and up-to-date research are so tested that we back up all of our services with a 100% money-back guarantee if you're not ranking [on search engines] after 180 days." In fact, consumers who are unhappy with their service and who contact Defendants seeking refunds are unable to obtain them. Many of these consumers have not received any service at all, much less finding themselves ranked on Internet search engines after 180 days. Twelve consumers have complained to Plaintiff that they unsuccessfully requested refunds after not receiving service.

2.20 Defendants' misrepresentations occur in the context of their commercial telephone solicitation of consumers. According to the Commercial Telephone Solicitation Act (CTSA), a "commercial telephone solicitor" is "any person who engages in commercial telephone solicitation." RCW 19.158.020(1). "Commercial telephone solicitation" is defined as, "[A]n unsolicited call to a person initiated by a salesperson and conversation for the purpose of inducing the person to purchase or invest in property, goods or services." RCW 19.158.020(2)(a). In the context of Defendants' business activities, they contact consumers across the United States through unsolicited telephone calls for the purpose of inducing the consumers to purchase Defendants' services. Defendants are a "commercial telephone solicitor" as that term is defined in RCW 19.158.020(2)(a).

2.21 A commercial telephone solicitor is required to register with the Department of Licensing prior to doing business in Washington. RCW 19.158.050(1). ("Prior to doing business in this state, a commercial telephone solicitor *shall* register with the department of licensing.") (Emphasis added). According to the CTSA, "doing business" includes both "commercial telephone solicitation from a location in Washington State and solicitation of

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Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
(206) 464-7745

purchasers located in Washington." RCW 19.158.050(1). Defendants do, in fact, solicit consumers across the country from Washington State.

2.22 From approximately December 1, 2005 to October 12, 2010, Defendants engaged in commercial telephone solicitation without being registered as a commercial telephone solicitor with the Department of Licensing. Defendants' failure to register precludes them from defending against Plaintiff's claims for acts that occurred during the time they were unregistered.

2.23 Defendants have failed to comply with the disclosure requirements of the Commercial Telephone Solicitation Act.

2.24 In the context of Defendants' sales as a commercial telephone solicitor, they enter into contracts with consumers for website design, website hosting and marketing services. During the course of their telephone sales, they obtain the consumer's agreement to purchase services as well as the credit card number the consumer will use for payment. They then proceed to bill the consumer.

2.25 RCW 19.158.110(4) requires that if a sale or an agreement to purchase is completed during the context of a call, a commercial telephone solicitor must inform the purchaser of his or her cancellation rights as described in the CTSA, and must furthermore state the solicitor's registration number as issued by the Department of Licensing. These cancellation rights include the consumer's right to cancel his or her purchase within three days of receiving written confirmation of the sale and, in the event the CTSA has been violated, the consumer's right to void the sale at any time. RCW 19.158.120(1); RCW 19.158.120(3). Defendants fail to orally inform consumers of these cancellation rights as required by RCW 19.158.110(4) or include them in a written confirmation of sale as provided by RCW 19.158.120(1). Furthermore, they fail to state their Department of Licensing registration number as required by RCW 19.158.110(4).

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
(206) 464-7745

2.26 Defendants fail to permit voiding of sales as required under the provisions of the Commercial Telephone Solicitation Act. Consumers who have purchased services through Defendants' telephone sales have, in some instances, sought to cancel their purchases and obtain refunds. Pursuant to RCW 19.158.120(3), if a commercial telephone solicitor violates the CTSA in making a sale, the purchaser's contract is voidable "by giving written notice to the seller." Despite the fact that Defendants' contracts are voidable by law, when consumers have attempted to void them by giving written notice, Defendants refuse to do so, and continue to charge the consumers for services.

III. CONCLUSIONS OF LAW

3.1 The Court has jurisdiction of the subject matter of this action and of the parties hereto, and plaintiff's Complaint states claims upon which relief may be granted.

3.2 The Attorney General has jurisdiction to bring this action under RCW 19.86.080 and RCW 19.86.040.

3.3 For purposes of this Stipulated Judgment, "Defendants" shall mean Alexander Martin; White Crane Technologies; TNT Cart; Cybercom Technologies and ABCEcommerce.

3.4 Defendants' conduct as described in Findings of Fact Nos. 2.2 through 2.26 constitute violations of the Consumer Protection Act, RCW 19.86 et seq.

3.5 Defendants' conduct as described in Findings of Fact Nos. 2.20 through 2.26 constitute violations of the Commercial Telephone Solicitation Act, RCW 19.158 et seq.

3.6 Plaintiff is entitled to a Decree ordering Defendants to pay the amounts as described herein.

3.7 Plaintiff is entitled to a Decree enjoining Defendants from the acts and practices described herein.

The Court having made the foregoing Finding of Fact and Conclusions of Law, and in accordance therewith, the Court enters the following:

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Consumer Protection Division
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Seattle, WA 98104-3188
(206) 464-7745

IV. JUDGMENT AND DECREE

4.1 Defendants and their successors, assigns, transferees, officers, agents, servants, directors, employees, and all other person or entities in active concert or participation with Defendants shall be informed of the terms and conditions of this Order.

4.2 Defendants and their successors, assigns, transferees, officers, agents, servants, directors, employees, and all other persons or entities in active concert or participation with Defendants are hereby enjoined and restrained from engaging in the following acts and practices in connection with any internet-related businesses:

a. Making any misrepresentations or material omissions, either implicitly or explicitly, in the context of their sale, advertising or delivery of services including, but not limited to misrepresentations regarding their ability to provide top search engine rankings, their ability to increase traffic to customers' websites, their ability to increase sales, the length of time they have been in business; or their success rate;

b. Misrepresenting their ability to provide customer support, technical advice, or availability for consultations with customers;

c. Misrepresenting the terms or availability of refunds, guarantees, money-back offers, or cancellation rights;

d. Misrepresenting the time by which a web design or other project will be completed on behalf of a customer;

e. Misrepresenting the quality of their work;

f. Failing to disclose, clearly and conspicuously, all material contract terms before prospective customers have agreed to be charged for any of Defendants' services;

g. Failing to provide delivery of a fully operable website and/or a package of marketing services as promised;

ATTORNEY GENERAL OF WASHINGTON
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800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
(206) 464-7745

h. Failing to respond promptly to consumers' requests for fulfillment of any guarantees, refund provisions in Defendants' contracts, complaints, or other requests for service or information. For purposes of this injunction, Defendants will be deemed to promptly respond if consumer requests, complaints, and inquiries are addressed in a professional manner within two business days of the consumers' initial contact;

i. Doing business under a new name, or under a successor entity, without informing any customers to whom they have any obligation to provide services, of the following information:

1. Their new business name, physical address, email address, and website;
2. The fact that all service obligations incurred by Defendants under their previous business name or previous business entity will be honored under their new business name; and
3. That no additional funds are required in order to receive services from Defendants under their new business name.

j. Failing to honor all service obligations incurred by Defendants to consumers under any of the names, or any of the business entities under which they have done business in the past, or requiring additional funds in order to provide such services;

k. Placing charges on consumers' credit cards or debit cards without authorization to do so, or exceeding consumers' contractually agreed limitations on authorized charges;

l. Billing consumers after they have cancelled their contracts;

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
(206) 464-7745

m. If a consumer is contractually entitled to cancellation, failing to promptly cancel service to said consumer when requested to do so through any of the following means:

1. United States mail;
2. By telephone;
3. email; or
4. facsimile.

n. Violating the Consumer Protection Act, RCW 19.86 et seq;

o. Failing to register as a Commercial Telephone Solicitor, pursuant to RCW 19.158 et seq;

p. Violating the Commercial Telephone Solicitation Act, RCW 19.158 et seq;

q. Failing to orally inform consumers of their cancellation rights as required by RCW 19.158.110 or include them in a written confirmation of sale as provided by RCW 19.158.120; and

r. Failing to state their Department of Licensing registration number as required by RCW 19.158.110.

V. COSTS, ATTORNEY FEES AND CIVIL PENALTIES

5.1 Pursuant to RCW 19.86.080, Plaintiff shall recover and Defendants shall pay the costs and reasonable attorney fees incurred by Plaintiff in pursuing this matter in the amount of $80,000.00.

5.2 Pursuant to RCW 19.86.140, Plaintiff shall recover and Defendants shall pay a civil penalty of $80,000.00, provided that such amount shall be suspended upon compliance with the terms of this Decree.

5.3 Payments owing under the provisions of this Stipulated Judgment at Paragraph 5.1 shall be in the form of valid checks paid to the order of the "Attorney General—State of

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Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
(206) 464-7745

Washington" and shall be due and owing in accordance with the schedule set forth in below. Payment shall be sent to the Office of the Attorney General, Attention: Cynthia Lockridge, Administrative Office Manager, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104-3188.

a. Within 30 days of the entry of this Decree, a payment of $5,000.00 shall be due and owing;

b. Within 90 days of the entry of this Decree, a payment of $5,000.00 shall be due and owing; and

c. Payment of $1,000.00 per month starting at 120 days after entry of this Decree, due on the last day of the month, continuing until the 22nd month following entry of this Decree

d. Payment of $26,000.00 at the conclusion of the 23rd month following entry of this Decree;

e. A final payment of $25,000.00 owing at the conclusion of the 24th month following entry of this Decree.

VI. RESTITUTION

6.1 Pursuant to RCW 19.86.080, Defendants shall provide payment for consumer restitution to all consumers who have been subject to the practices described in the Findings of Fact herein, and who make claims within the twelve-month period following entry of this Decree, provided that each claimant for restitution shall provide proof of payment and a sworn declaration to the Attorney General's Office stating that he or she did not receive the services Defendants represented they would deliver, and furthermore, that the claimant has not already received full compensation for his or her claim from Defendants or from some other source. The total amount payable to claimants shall not exceed $80,000.00. Such restitution shall be paid by Defendants at the expiration of the twelve-month period. If the amount claimed exceeds $80,000.00, claimants will be paid on a pro rata basis.

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
(206) 464-7745

6.2 If Defendants receive claims for restitution or inquiries regarding potential claims from consumers during the twelve- month period, they shall refer those consumers to the Attorney General's Office within two business days of receiving such claims or inquiries.

VII. ENFORCEMENT

7.1 Violation of any of the injunctions contained in this Stipulated Judgment, as determined by the Court, shall subject the Defendants to a civil penalty of up to $25,000.00 per violation pursuant to RCW 19.86.140.

7.2 Violation of any of the terms of this Stipulated Judgment, as determined by the Court, shall constitute a violation of the Consumer Protection Act, RCW 19.86.020.

7.3 This Stipulated Judgment is entered pursuant to RCW 19.86.080. Jurisdiction is retained for the purpose of enabling any party to this Stipulated Judgment with or without the prior consent of the other party to apply to the Court at any time for enforcement of compliance with this Stipulated Judgment, to punish violations thereof, or to modify or clarify this Stipulated Judgment.

7.4 Representatives of the Office of the Attorney General shall be permitted to access, inspect and/or copy business records or documents under control of Defendants in order to monitor compliance with this Stipulated Judgment, pursuant to the Civil Rules, provided that the inspection and copying shall be done in such a way as to avoid disruption of Defendants' business activities.

7.5 Representatives of the Office of the Attorney General may be permitted to question Defendants, or any officer, director, agent, or employee of any corporation affiliated with Defendants, in deposition, pursuant to the provisions and notice requirements of CR 30, in order to monitor compliance with this Stipulated Judgment.

7.6 Under no circumstances shall this Stipulated Judgment or the names of the state of Washington or the Office of the Attorney General, Consumer Protection Division, or any of its

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Consumer Protection Division
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Seattle, WA 98104-3188
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employees or representatives be used by Defendants' agents or employees in connection with the promotion of any product or service or an endorsement or approval of Defendants' practices.

7.7 Nothing in this Stipulated Judgment shall be construed as to limit or bar any other governmental entity or consumer from pursuing other available remedies against defendant.

VIII. DISMISSAL AND WAIVER OF CLAIMS

8.1 Upon entry of this Stipulated Judgment, all claims in this matter, not otherwise addressed by this Stipulated Judgment are dismissed with prejudice.

8.2 This Stipulated Judgment supercedes the provisions of the Summary Judgment Order entered by this Court on December 3, 2010, as it pertains to Defendants Alexander Martin; White Crane Technologies; TNT Cart; Cybercom Technologies and ABCEcommerce. It does not supercede the provisions of the Summary Judgment as they pertain to Defendant Jeremy Avey.

DATED this 29 day of March, 2011.

HONORABLE JULIE SPECTOR

Presented by:

ROBERT M. MCKENNA
Attorney General

Telephonically approved - see attachment

PAULA SELIS, WSBA # 12823
Assistant Attorney General
Attorneys for Plaintiff State of Washington

Presented by:

BLAIR & MEEKER LLP

TUCKER BLAIR, WSBA # 29567
Attorney for Defendants Alexander Martin, White Crane Technologies, TNT Cart; Cybercom Technologies, and ABCEcommerce

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
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DATED this ____ day of March, 2011.

HONORABLE JULIE SPECTOR

Presented by:

ROBERT M. MCKENNA
Attorney General

PAULA SELIS, WSBA # 12823
Assistant Attorney General
Attorneys for Plaintiff State of Washington

Presented by:

BLAIR & MEEKER LLP

TUCKER BLAIR, WSBA # 29567
Attorney for Defendants Alexander Martin, White Crane Technologies, TNT Cart; Cybercom Technologies, and ABCEcommerce

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