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STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON,

Plaintiff,

v.

HIGH FALLS MEDIA, LLC, a New York limited liability company; **ROC TELECOMMUNICATIONS, LLC**, a New York limited liability company; **MARK LIBUTTI**, Member of High Falls Media, LLC, and Roc Telecommunications LLC, individually and as part of his marital community; **BRIAN EINHAUS**, Member of High Falls Media LLC and Roc Telecommunications LLC, individually and as part of his marital community; and **THOMAS M. TORTORA**, Memeber of High Falls Media LLC and Roc Telecommunications LLC, individually and as part of his marital community,

Defendants.

06-2-37298-1 SEA
COMPLAINT FOR INJUNCTIVE AND ADDITIONAL RELIEF UNDER THE COMPUTER SPYWARE ACT, RCW 19.270, AND THE UNFAIR BUSINESS PRACTICES-- CONSUMER PROTECTION ACT, RCW 19.86

COMES NOW PLAINTIFF, State of Washington, by and through its attorneys Rob McKenna, Attorney General and Katherine M. Tassi, Assistant Attorney General, and brings this action against Defendants named herein, alleging as follows on information and belief:

COPY

1 **I. JURISDICTION AND VENUE**

2 1.1 This Complaint is filed and these proceedings are instituted under the
3 provisions of Chapter 19.270 RCW, the Computer Spyware Act; and Chapter 19.86 RCW, the
4 Unfair Business Practices – Consumer Protection Act. Plaintiff seeks a permanent injunction
5 and other equitable relief, including damages, restitution, civil penalties, and attorneys’ costs and
6 fees, based on violations of the Computer Spyware Act and the Unfair Business Practices –
7 Consumer Protection Act.

8 1.2 The violations alleged in this Complaint have been and are being committed in
9 whole or in part in King County, Washington, by Defendants named herein. Authority of the
10 Attorney General to commence this action is conferred by RCW 19.86.080, RCW 19.86.140,
11 and RCW 19.270.060.
12

13 **II. DEFENDANTS**

14 2.1 Defendant High Falls Media, LLC (“High Falls”) is a New York limited
15 liability company. Its principal place of business was formerly located at 4 Commercial Street,
16 Rochester, NY 14614. Its current principle place of business is at 12 Highrise Drive, Hilton,
17 NY 14468. At all times relevant to this action, Defendant High Falls was engaged in the
18 marketing and sale of anti-spyware and other digital products over the Internet.
19

20 2.2 Defendant Roc Telecommunications (“Roc”) is a New York limited liability
21 company. Its principal place of business is located at 620 Park Avenue #313, Rochester, NY
22 14608. At all times relevant to this action, Defendant Roc was engaged in the marketing and
23 sale of online services such as peer-to-peer music download services over the Internet.
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1 2.3 Defendant Thomas M. Tortora (“Tortora”) is an owner/member of High Falls
2 and Roc, and, as such, controls their policies, activities, and practices, including those alleged
3 in the Complaint herein. Tortora was responsible at least in part for the finance/banking and
4 all accountant duties associated with High Falls and Roc. He also shared in negotiating
5 contracts with third-party vendors and with customer service for both companies. For Roc, he
6 was also responsible for Web site content review, and invoicing. Defendant Tortora resides at
7 12 Highrise Drive, Hilton, NY 14468. Defendant is married to Jane Doe Tortora, and together
8 they constitute a marital community. All actions taken by Defendant Tortora as alleged in the
9 Complaint herein are for the benefit of his marital community.
10

11 2.4 Defendant Mark Libutti (“LiButti”) is an owner/member of High Falls and Roc,
12 as such, controls their policies, activities, and practices, including those alleged in the
13 Complaint herein. LiButti was responsible at least in part for the sales, marketing and business
14 development aspects of High Falls and Roc. He also shared in negotiating contracts with third-
15 party vendors and with handling customer service and human resources. Defendant LiButti
16 resides at 19 Hollow Hill Lane, Rochester, NY 14468. Defendant is married to Jane Doe
17 LiButti, and together they constitute a marital community. All actions taken by Defendant
18 LiButti as alleged in the Complaint herein are for the benefit of his marital community.
19

20 2.5 Defendant Brian Einhaus (“Einhaus”) is an owner/member of High Falls and
21 Roc, and, as such, controls their policies, activities, and practices, including those alleged in
22 the Complaint herein. Einhaus designed and developed High Falls’ software products and its
23 Web sites. He also was head of the IT department for High Falls and was responsible for all
24 technical support issues. He participated in customer service and in graphic design for High
25
26

1 Falls, and he was responsible for the development, creative marketing, technical support, and
2 fulfillment of products for Roc. Defendant Einhaus resides at 66 Webwood Circle, Rochester,
3 NY 14626. Defendant is married to Jane Doe Einhaus, and together they constitute a marital
4 community. All actions taken by Defendant Einhaus as alleged in the Complaint herein are for
5 the benefit of his marital community.
6

7 **III. NATURE OF TRADE OR COMMERCE**

8 **3.1** At all times material to this action, High Falls, Roc, Tortora, LiButti, and
9 Einhaus, (together, "Defendants") have offered various software products and online services
10 for sale over the Internet. Defendants advertise and sell a purported anti-spyware program
11 called Spyware Slayer. Defendants also advertise, market, and sell several subscription-based
12 peer-to-peer entertainment and product download services, including 24/7 Downloads, Free
13 Download Club, Downloads Forever, and MP3's Unlimited. These services are available on
14 Web sites owned and operated by Defendants. Additionally, Defendants own and operate a
15 Web site that reviews music download services. Defendants market and sell their products
16 over the Internet to consumers in Washington State and across the United States. Defendants
17 are in competition with others engaged in the sale and marketing of these products in and
18 from Washington.

19 **IV. FIRST CAUSE OF ACTION – INDUCING CONSUMERS TO INSTALL 20 SOFTWARE FOR SECURITY PURPOSES IN VIOLATION OF THE 21 COMPUTER SPYWARE ACT AND THE CONSUMER PROTECTION ACT (EXCLUDING ROC)**

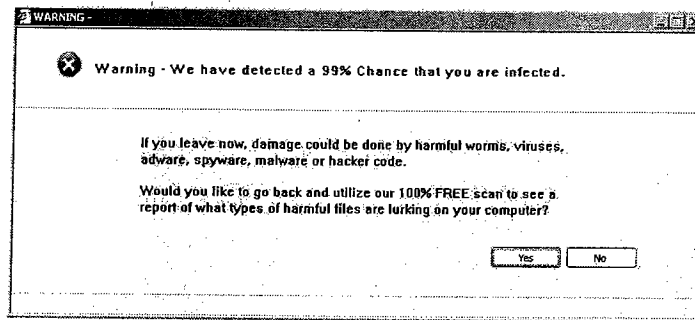
22 **4.1** Plaintiff realleges paragraphs 1.1 through 3.1 above and incorporates them as
23 though fully set forth herein.

24 **4.2** Defendants advertise, market, and sell a purported anti-spyware program called
25 Spyware Slayer over the Internet through various means. Consumers may encounter
26 advertisements for the product in numerous ways, including: by going directly to Defendants'

1 Web site, www.freepcscan.com, by searching for the specific product on a search engine, by
2 searching generally for free spyware scans on a search engine, by going to Web sites such as
3 www.totallyfreestuff.com, on which the product has been advertised by means of a free scan,
4 or by receiving commercial electronic mail.

5 4.3 Defendants own and operate a Web site, www.freepcscan.com, which offers
6 consumers a free scan of their computer. Many advertisements that a consumer might see
7 take the consumer to this Web site. On the Web site, Defendants promote Spyware Slayer by
8 warning consumers that there is a “90% chance” that their computers are infected with
9 spyware. Defendants urge the consumer to perform a “free scan” of his or her computer,
10 which requires that the consumer download and install Defendants’ software onto his or her
11 computer.

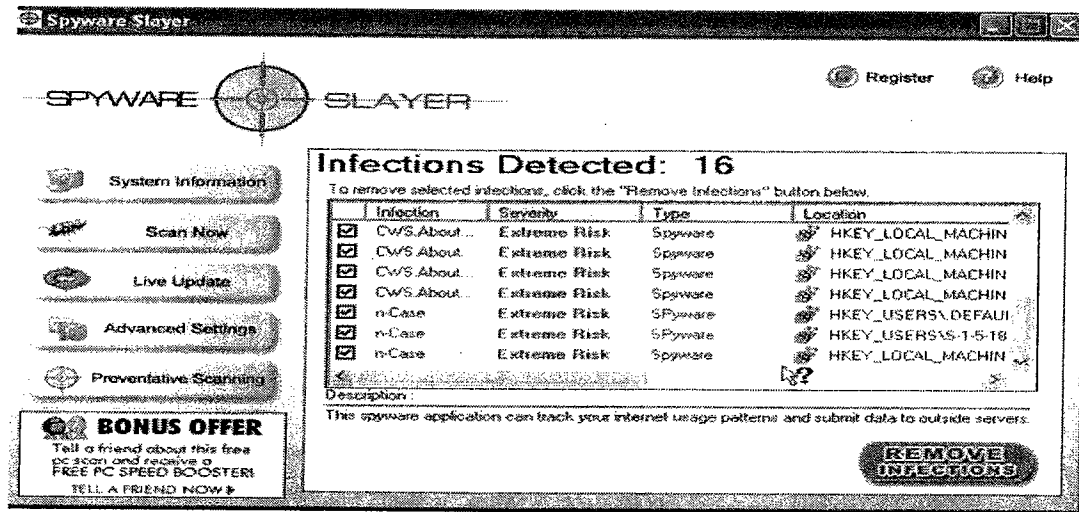
12 4.4 If the consumer tries to close Defendants’ Web site, or enters a new Web site
13 address, a pop-up served by Defendants appears on the consumer’s screen. The pop up does
14 not indicate that it is an advertisement for their product, but rather comes in the form of a
15 warning message that states: “Warning – We have detected a 99% Chance that you are
16 infected.” See Figure 1.



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23 Figure 1.

24 However, Defendants have done nothing on the consumer’s computer to “detect”
25 anything.

1 4.5 If the consumer elects to download and install Defendants' free scan software
 2 and have his or her computer scanned, the scan will always show that the consumer's
 3 computer is infected with risky spyware. Defendants use free scan software that produces
 4 "extreme risk" readings to create in the consumer the belief that he or she needs their product.
 5 See Figure 2. Defendants then promote their full commercial program, which they sell for
 6 \$29.95, as necessary for the security of the consumer's computer.



16 Figure 2.

17 4.6 Defendants intentionally misrepresent to consumers that (1) there is a 90%
 18 chance that their computers are infected with spyware; (2) Defendants have detected a 99%
 19 chance that their computers are infected with spyware; and (3) the scan has detected extreme
 20 risk spyware on their computers. Such claims induce consumers to download and install
 21 Defendants' software by falsely representing the extent to which such software is necessary
 22 for security purposes. In fact, there is not a 90% chance that the consumer's computer is
 23 infected with spyware, nor do Defendants "detect" a 99% chance that the consumer's
 24 computer is infected with spyware, nor does the scan accurately represent the risk to the
 25 consumer's computer of the files it labels as spyware.

1 4.7 Defendants intentionally and knowingly use deceptive means to alarm
2 consumers that their computers may be infected with dangerous spyware and thereby induce
3 consumers to install software by claiming the software is necessary to secure their computers.
4 Further, the free scan falsely reports the presence of alleged high-risk spyware, thereby
5 inducing the consumer to purchase Spyware Slayer as necessary for the security of their
6 computer.

7 4.8 The practices described above constitute violations of RCW 19.270.040(1), which
8 makes it unlawful for a person who is not an owner or operator of a user’s computer to induce
9 an owner or operator to install a computer software component onto the computer by
10 intentionally misrepresenting the extent to which installing the software is necessary for
11 security.

12 4.9 The misrepresentations of the risk of harm to the consumer’s computer and
13 presence of spyware on consumer’s computer to induce the consumer to purchase a product
14 constitutes unfair and deceptive acts or practices in trade or commerce and unfair methods of
15 competition in violation of the Consumer Protection Act, RCW 19.86.020.

16 **V. SECOND CAUSE OF ACTION – MISREPRESENTATIONS IN VIOLATION**
17 **OF THE CONSUMER PROTECTION ACT**

18 5.1 Plaintiff realleges paragraphs 1.1 through 4.9 above and incorporates them as
19 though fully set forth herein.

20 5.2 Defendants promote and sell online peer-to-peer downloading services on
21 several Web sites that they own and operate. Defendants promote 24/7 Downloads (“24/7”) at
22 www.247downloads.com as a “legal P2P” (peer-to-peer) music, movie, game, and software
23 download service. Defendants also promote and sell a download service called Free
24 Download Club (“Free Download”) on their Web site www.freedownloadclub.com.
25 Defendants advertise this service as providing thousands of software downloads ranging from
26 ring-tones for cell phones to DVD/CD burning software. Defendants also promote and sell

1 another online music download service called MP3's Unlimited, available at the Web site
2 www.mp3sunlimited.net. Additionally, Defendants promote and sell a purported anti-
3 spyware software program called Spyware Slayer. During the ordinary course of advertising,
4 promoting, and selling their products and services, Defendants make numerous
5 misrepresentations, directly or by implication, including, but not limited to:

6 **A. 24/7 Downloads (Excluding High Falls)**

7 **5.3** Defendants' Web site for 24/7 prominently features a representation of the
8 number of members online at any given moment, and the number of songs, movies, and files
9 available through their service at any given moment. Additionally, Defendants represent the
10 total size of files being shared at any given moment. Defendants qualify these
11 representations as "estimations"; however, Defendants offer a "refresh" button, which, when
12 clicked upon, represents the changes in the numbers at any given moment. For a peer-to-peer
13 service, these numbers represent the value of the service, because the more users who are
14 online, the more potential files are available for sharing; the more movies, songs, and files
15 available, the more that is available for the user to download through the service. In fact,
16 however, the numbers represented on the Web site do not change according to the number of
17 users online or files available; instead, specific numbers repeat over and over in sequence each
18 time the user clicks on "refresh." See Figure 3.

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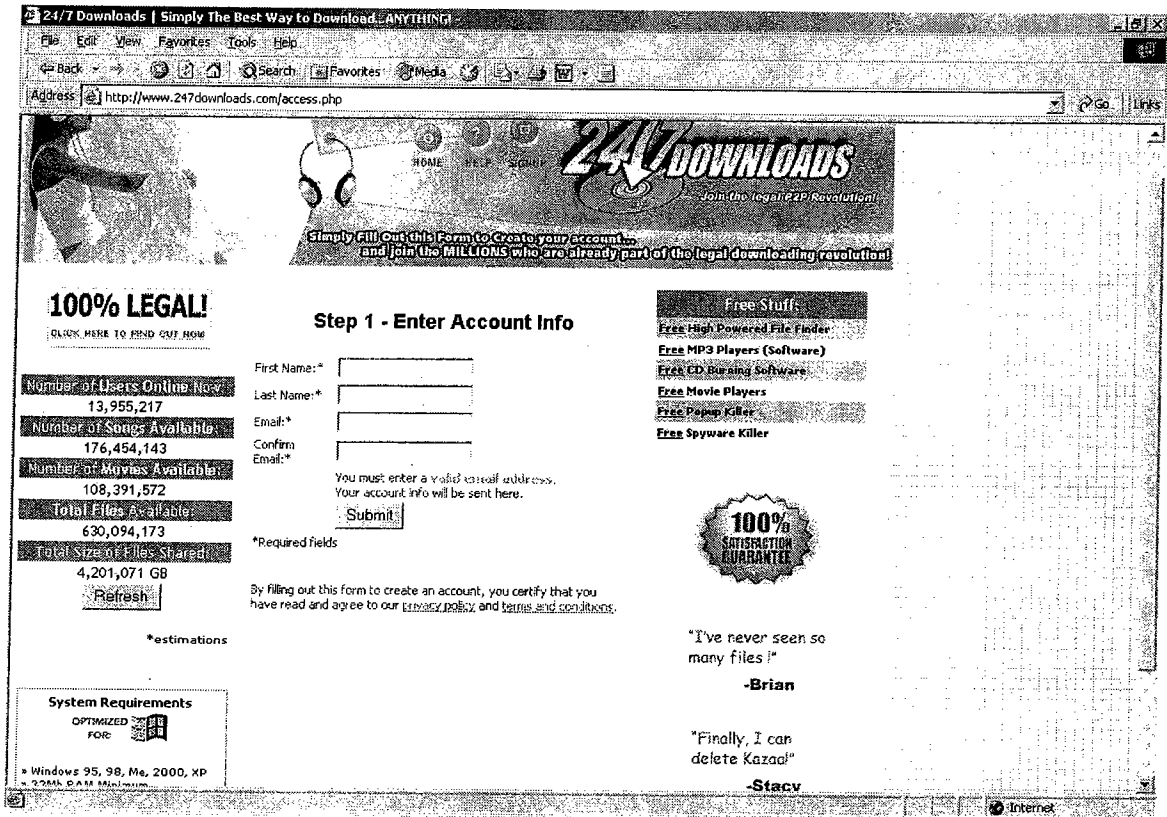


Figure 3.

5.4 Defendants represent that their 24/7 service is free. The home page of Defendants' Web site advertises their download service as giving consumers access to "unlimited" downloads of music, movies, songs, and files. The Web page boasts "never pay a fee to download." There is no mention whatsoever of a fee for the service. When the consumer clicks on "Get Access Now," the consumer is taken to another Web page that offers numerous "free" items. Defendants ask the consumer to enter his or her full name and a valid email address, to which Defendants state that the consumer's account information will be sent. Again, there is no mention of a fee for the service. Only after the consumer has submitted this personal information to Defendants does the consumer learn that, in fact, 24/7 is a paid

1 subscription service costing \$22.80 and they must submit credit card information to access the
2 service.

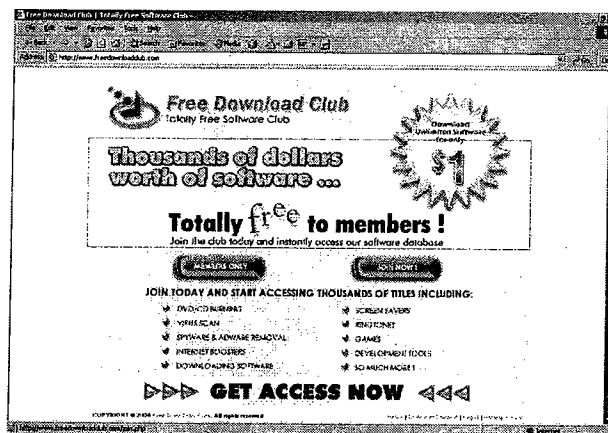
3 **5.5** Defendants represent that their service offers consumers “unlimited” MP3’s,
4 DVD’s and other digital media. In fact, even if Defendants’ service were functional, the
5 service could not provide “unlimited” anything since peer-to-peer sharing is limited to the
6 number of files available to be shared on any given day or at any given moment.

7 **5.6** Defendants represent that they offer technical support 24 hours a day, 7 days a
8 week to subscribers of 24/7. In fact, in numerous instances, consumers have been unable to
9 get technical support at any time.

10 **5.7** Defendants represent “satisfaction guaranteed” on their Web site. In fact, in
11 numerous instances, consumers have been unable to get refunds when they were not satisfied
12 with the service.

13 **B. Free Download Club (Excluding High Falls)**

14 **5.8** Defendants’ Free Download Web site represents that the service is “totally free
15 to members.” See Figure 4. In fact, in order to become a member, consumers must purchase
16 a subscription costing \$29.95 a month.



24 Figure 4.

1 **5.9** Defendants also represent on their Free Download Web site that consumers
2 who join their download club can “download unlimited software for only \$1.” See Figure 4
3 above. The consumer then fills out two forms, one asking for the consumer’s name, address,
4 and email address, and the second asking for the consumer’s physical address. Only after
5 entering and submitting to Defendants this personal information does the consumer learn that,
6 in fact, the consumer has only 24 hours to download software for \$1. If the consumer does
7 not cancel the service within 24 hours, the consumer will be charged \$29.95 a month.

8 **5.10** On the Web page where a consumer can purchase a membership to Free
9 Download Club, Defendants advertise a “special promotion,” in which they offer access to
10 their other download service, 24/7 Downloads, for a “special price of \$19.95”. Defendants
11 represent that this special price is “over 50% off the normal price.” In fact, consumers who go
12 to the 24/7 Downloads Web site can sign up for access to 24/7 for \$22.80.

13 **5.11** Defendants represent that the software available to members of Free Download
14 Club has an actual retail value. For example, Defendants represent that a certain “Microsoft
15 Malicious Software Removal Tool 1.4” has a retail value of \$19.95. In fact, there is no
16 “Microsoft Malicious Software Removal Tool 1.4” available for sale.

17 **C. Spyware Slayer (Excluding Roc)**

18 **5.12** Defendants represent on their Spyware Slayer Web site that the “[s]canning
19 procedure will not infect [the user’s] computer or otherwise load any software or other data
20 onto [the user’s] computer.” In fact, once the user puts in his or her personal information and
21 clicks on “Scan Now,” a screen appears instructing the user to download software. The only
22 way, in fact, for a user to get the free scan is if he or she “loads” software onto the computer.

23 **5.13** When the consumer closes out of Defendants’ Web site for Spyware Slayer,
24 Defendants send a pop-up to the consumer’s computer representing that they have “detected”
25 a 99% chance that the consumer’s computer is infected with something malicious; in fact,
26

1 Defendants have done nothing to detect the presence of malicious programs on a consumer's
2 computer.

3 **5.14** Defendants' free scan version of Spyware Slayer represents on some
4 consumers' computers registry keys as "extreme risk" spyware; in fact, the registry keys are
5 harmless.

6 **C. General Misrepresentations (Excluding High Falls)**

7 **5.15** Defendants own and operate a Web site that allegedly reviews music download
8 services. Defendants promote this site as a "free service" to people who are interested in
9 downloading music and movies from the Internet but "are confused by the numerous choices
10 of services and programs available." Defendants claim to have "reviewed as many download
11 programs as [they] could and have provided [their] results" on the Web site, www.mp3-
12 review.net. Defendants claim: "All the reviews are written by people who download daily
13 and are sick of spending money on mp3's, music, movies, games and software." Defendants
14 then claim that their reviews show consumers the best download sites. On the site,
15 Defendants review their own music download service, 24/7, and give it the top rating. They
16 review another one of their own music download sites, www.mp3sunlimited.net, and give it
17 the second highest rating. Defendants never disclose that they are the owners and operators of
18 both the review site and the download sites. Defendants implicitly represent that their reviews
19 are objective; in fact, the review site is owned and operated by Defendants, as are the sites
20 they recommend as the top sites for downloading.

21 **5.16** The misrepresentations described above constitute unfair and deceptive acts or
22 practices in trade or commerce and unfair methods of competition in violation of the Consumer
23 Protection Act, RCW 19.86.020.

1 **VI. THIRD CAUSE OF ACTION – FAILURE TO DELIVER IN VIOLATION OF**
2 **THE CONSUMER PROTECTION ACT (EXCLUDING HIGH FALLS)**

3 6.1 Plaintiff realleges paragraphs 1.1 through 5.16 above and incorporates them as
4 though fully set forth herein.

5 6.2 Before consumers pay for the 24/7 service, Defendants promise to deliver to a
6 service that provides unlimited downloads of music, movies, software, and other files.
7 Defendants state that they will email the consumer his or her password to be able to use the
8 service. On numerous occasions, Defendants have failed to email consumers their passwords
9 and therefore have not delivered the service consumers paid for. Furthermore, even in cases
10 where consumers have received passwords, Defendants fail to deliver consumers the
11 unlimited downloads of music, movies, software, and other files as promised.

12 6.3 The conduct described above constitutes unfair or deceptive acts or practices in
13 trade or commerce, and unfair methods of competition in violation of RCW 19.86.020.

14 **VII. FOURTH CAUSE OF ACTION – FAILURE TO REFUND IN VIOLATION OF**
15 **THE CONSUMER PROTECTION ACT (EXCLUDING HIGH FALLS)**

16 7.1 Plaintiff realleges paragraphs 1.1 through 6.3 above and incorporates them as
17 though fully set forth herein.

18 7.2 Defendants boast on their 24/7 Web site “Satisfaction Guaranteed.” In many
19 cases, however, consumers who have requested refunds for various reasons, including not
20 receiving the email that would provide them access to the 24/7 service, have not received
21 refunds from Defendants. Numerous consumers have been unable to get any response at all
22 from Defendants after contacting them multiple times for a refund.

23 7.3 The conduct described above constitutes unfair and deceptive acts or practices in
24 trade or commerce and unfair methods of competition in violation of the Consumer Protection
25 Act, RCW 19.86.020.

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1 **VIII. FIFTH CAUSE OF ACTION - DECEPTIVE AND MISLEADING BILLING**
2 **PRACTICES IN VIOLATION OF THE CONSUMER PROTECTION ACT**
3 **(Excluding High Falls)**

4 **8.1** Plaintiff realleges paragraphs 1.1 through 7.3 and incorporates them as though
5 fully set forth herein.

6 **8.2** In numerous instances, Defendants have charged consumers' credit cards twice
7 for one purchase of 24/7. Defendants have failed to correct the billing errors.

8 **8.3** Defendants advertise their Free Download service as costing only \$1.
9 However, revealed in fine print is the material fact that if the consumer uses the Free
10 Download service "beyond 24 hours", the consumer will be billed \$29.95 a month on his or
11 her telephone bill. However, when Defendants send the consumer an email with his or her
12 password to use the service, Defendants tell the consumer in a prominent location on the
13 email "allow 24 hours from the time of purchase before attempting to cancel your
14 subscription." This conduct has the capacity to mislead a substantial number of consumers.

15 **8.5** The conduct described above constitutes unfair and deceptive acts and
16 practices in trade of commerce and unfair methods of competition in violation of RCW
17 19.86.020.

18 **IX. SIXTH CAUSE OF ACTION - FAILURE TO DISCLOSE MATERIAL TERMS**
19 **IN VIOLATION OF THE CONSUMER PROTECTION ACT**
20 **(Excluding High Falls)**

21 **9.1** Plaintiff realleges paragraphs 1.1 through 8.5 and incorporates them as though
22 fully set forth herein.

23 **9.2** Defendants mislead, both expressly and by implication, consumers into
24 believing that 24/7 is a free service, and that membership in Free Download Club costs only
25 \$1. Relying on these representations, consumers sign up for Defendants' services by giving to
26 Defendants their personal contact information, including full name, address, and email
address. However, Defendants fail to disclose clearly, conspicuously, and in close proximity

1 to the offer for their services, numerous material facts associated with the transmission of the
2 consumer's personal information to Defendants. Such facts, if disclosed to consumers, would
3 render Defendants' services substantially less desirable.

4 **9.3** Defendants fail to disclose prior to taking consumers' personal information that
5 there is a cost of \$22.80 to the 24/7 service. Defendants fail to disclose to the consumer that
6 the \$1 cost of Free Download Club is for 24 hours of membership only and that a full
7 membership costs \$29.95. Only after the consumer has submitted personally identifying
8 information to Defendants do Defendants reveal the true costs of the services. At that point, it
9 is too late to turn back; the consumer has already turned his or her private information over to
10 Defendants.

11 **9.4** Defendants fail to disclose clearly and conspicuously the material terms related
12 to their "Privacy Policy", which Defendants assert that the consumer agrees to by filling out
13 the initial form and submitting their personal information to Defendants. In fine print below
14 the account form is the following statement: "By filling out this form to create an account, you
15 certify that you have read and agree to our privacy policy and terms and conditions."
16 Defendants include a hyperlink to both their privacy policy and terms and conditions. Not
17 only has the consumer turned over his or her private information without disclosure of the
18 material terms of the costs to the services, but the consumer has also allegedly agreed to a
19 privacy policy that permits Defendants to use the information in numerous ways, including
20 transmitting the information to third-party advertisers and marketers, using the information to
21 send commercial email to the consumer or to call the consumer with commercial offers even
22 if the consumer is on the national "Do Not Call" list. Obtaining consumers' personal
23 information without disclosing clearly, conspicuously, and in close proximity to the offer the
24 material terms of Defendants' privacy policy is deceptive and misleading.

1 **9.5** Defendants fail to reveal material facts to consumers, which, if communicated
2 to the consumers, would render Defendants' service substantially less desirable. This
3 constitutes unfair and deceptive acts or practices in trade or commerce and unfair methods of
4 competition in violation of the Consumer Protection Act, RCW 19.86.020.

5
6 **X. SEVENTH CAUSE OF ACTION – FAILURE TO RESPOND TO CONSUMER
 COMPLAINTS (EXCLUDING HIGH FALLS)**

7 **10.1** Plaintiff realleges paragraphs 1.1 through 9.5 and incorporates them as though
8 fully set forth herein.

9 **10.2** Consumers who have been subjected to the practices described throughout this
10 Complaint have repeatedly attempted to contact Defendants by telephone and email to
11 complain. In many instances, despite receiving multiple messages from the consumers,
12 Defendants have failed to reply to the consumers or otherwise address their complaints. In
13 some instances, the telephone number listed for Defendants on their Web site has been
14 disconnected, and consumers have been unable to reach them at all.

15 **10.3** The conduct described above constitutes unfair or deceptive acts or practices in
16 trade or commerce, and unfair methods of competition in violation of RCW 19.86.020.

17 **XI. PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff, State of Washington, prays for relief as follows:

19 **11.1** That the Court adjudge and decree that Defendants have engaged in the
20 conduct complained of herein.

21 **11.2** That the Court adjudge and decree that the conduct complained of in
22 paragraphs 4.2 through 4.7 and 5.2 through 10.2 constitutes unfair or deceptive acts and
23 practices and unfair methods of competition in violation of the Consumer Protection Act,
24 Chapter 19.86 RCW.

1 **11.3** That the Court adjudge and decree that the conduct complained of in paragraphs
2 4.2 through 4.7 constitutes violations of the Computer Spyware Act, RCW 19.270, et seq.

3 **11.4** That the Court issue a permanent injunction enjoining and restraining
4 Defendants, and their representatives, successors and assigns, officers, agents, servants,
5 employees and all other persons acting or claiming to act for, or on behalf of, or in active
6 concert or participation with Defendants, from continuing or engaging in unlawful conduct
7 complained of herein.

8 **11.5** That the Court assess a civil penalty, pursuant to RCW 19.86.140, of up to
9 \$2,000 per violation against each of the Defendants for each violation of RCW 19.86.020
10 caused by the conduct complained of herein.

11 **11.6** That the Court make such orders pursuant to RCW 19.86.020 as it deems
12 appropriate to provide for restitution to consumers for money or property acquired by
13 Defendants as a result of the conduct complained of herein.

14 **11.7** That the Court make such orders pursuant to RCW 19.270.060 as it deems
15 appropriate to provide recovery for damages for each violation of RCW 19.270.

16 **11.8** That the Court make such orders pursuant to RCW 19.86.020 and RCW
17 19.270.060 to provide that Plaintiff, State of Washington, have and recover from Defendants
18 the costs of this action, including reasonable attorneys' fees.

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