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	RECEIVED	
1	53 MAY 22 AM 9: 12	The Honorable Peter D. Jarvis
2	KING COUNTY SUPERIOR COURT CLERK SEATTEE, WA	
3	GEATTLE, WA	
4	IN THE SUPERIOR COURT OF	THE STATE OF MACHINETON
5	IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR THE COUNTY OF KING	
6		• •
7	STATE OF WASHINGTON,	
8	Plaintiff,	
9	V.	NO. 97-2-15754-4 SEA
10	RESOURCE DEALER GROUP, INC., an	110. <i>71-2-1575</i> +-4 5EA
11	Illinois Corporation; ASSOCIATES DEALER GROUP OF BELLEVUE, WASHINGTON,	CONSENT DECREE
12	INC., a Washington Corporation; and DOES 1 THROUGH 57,	
13	Defendants.	
14	·	(CLERK'S ACTION REQUIRED)
15	RESOURCE DEALER GROUP, INC.; and ASSOCIATES DEALER GROUP OF	
16	BELLEVUE, WASHINGTON, INC.,	
17	Counterclaimants,	
18	v.	
19	STATE OF WASHINGTON,	
20		
21	Counterclaim Defendant,	
22	-and-	
23	CHRISTINE O. GREGOIRE, individually	
24	and in her official capacity as the Attorney General of the State of Washington,	
25	Additional Party Defendant.	
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ATTORNEY GENERAL OF WASHINGTON Consumer Protection Division 900 Fourth Avenue, Suite 2000 Seattle, WA 98164-1012 (206) 464-7744

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1	I. JUDGMENT SUMMARY		
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3	1.1 Judgment Creditor: State of Washington		
4	1.2.	1.2. Judgment Debtor: Resource Dealer Group, Inc.; and Associates Dealer Group of Bellevue, Washington, Inc.,	
5	1.3.	Principal Judgment Amount:	
6		a. Cy Pres and Complaint Procedure	e: Complaint and arbitration program; and
7			\$400,000.00 in <i>cy pres</i> payment (\$200,000.00 to Legal Aid for Washington
8			(The Law Fund); \$100,000.00 to National
9			Consumer Law Center, Inc., and \$100,000.00 to an interest bearing <i>cy pres</i> account with the Washington State Attorney General,
10			Consumer Protection Division for consumer education purposes.)
11			education purposes.)
12		b. Civil Penalties:	\$150,000.00
13	1.4.	Costs and Attorney Fees:	\$350,000.00
14	1.5.	Total Judgment:	\$900,000.00
15	1.6.	Post Judgment Interest Rate:	12% per annum
16 17	1.7.	Attorney for Judgment Creditor:	Sally R. Gustafson, Senior Assistant Attorney General, and Douglas D. Walsh, Assistant Attorney General.
18	1.8.	Attorney for Judgment Debtor:	Ronald M. Gould, Joseph E. Bringman, and James
19			F. Williams of Perkins Coie; Scott M. Stickney and Douglas C. Rasmussen of Bullivant Houser; and
20			Shand S. Stephens, Special Counsel, admitted pro nac vice.
21	II. STIPULATIONS		
22		2.1 Plaintiff, State of Washington,	, commenced this action on June 24, 1997, pursuant
23	to the Unfair Business Practices - Consumer Protection Act ("Consumer Protection Act"),		
24	Chapter 19.86 RCW; and Chapter 48.30 RCW.		
25	2.2 Defendants Resource Dealer Group, Inc. and Associates Dealer Group of		
26	Bellevue, Washington, Inc. were served a copy of the Summons and Complaint on June 24,		
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1997. On November 13, 1997, Defendants filed an amended answer to Plaintiff's complaint and asserted a number of affirmative defenses, counterclaims and additional party claims against the State of Washington and Attorney General Christine O. Gregoire, individually and in her official capacity as Attorney General.

2.3 Plaintiff appeared by and through its attorneys Christine O. Gregoire, Attorney General; Sally R. Gustafson, Senior Assistant Attorney General; Douglas D. Walsh, Assistant Attorney General; Defendants Resource Dealer Group, Inc. and Associates Dealer Group of Bellevue, Washington appeared by and through their attorneys, Ronald M. Gould, Joseph E. Bringman, and James F. Williams of Perkins Coie; Scott M. Stickney and Douglas C. Rasmussen of Bullivant Houser; and Shand S. Stephens, Special Counsel to Defendants; and Additional Party Defendant Attorney General Christine Gregoire and Counterclaim Defendant State of Washington appeared by and through their attorneys Assistant Attorneys General Glen A. Anderson and Trisha L. McArdle.

2.4 The parties have agreed on a basis for the settlement of the matters alleged in the
 Complaint, Counterclaims and Additional Party Claims. All parties agree to the entry of this
 Consent Decree without the need for trial or adjudication of any issue of law or fact.

17 2.5 The parties, by entering into this Consent Decree, neither admit nor deny the 18 allegations of the Complaint, Counterclaims or Additional Party Claims. Plaintiff and 19 Defendants agree that this Consent Decree does not constitute evidence, or an admission 20 regarding the existence or non-existence of any issue, fact, or violation of any state or federal 21 law, rule or regulation alleged by any party.

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2.6 The parties waive any right they may have to appeal from this Consent Decree.

2.7 The parties further agree that they will not oppose the entry of this Consent Decree on the grounds it fails to comply with Rule 65(d) of the Rules of Civil Procedure, and hereby waive any objections based thereon.

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2.8 The parties further agree that this Court shall retain jurisdiction of this action for the purposes of implementing and enforcing the terms and conditions of the Consent Decree and for all other purposes.

2.9 Defendants agree that all counterclaims and additional party claims currently pending against the State of Washington and Attorney General Christine O. Gregoire in both her individual and official capacity should be dismissed with prejudice.

2.10 The parties further agree that this Consent Decree does not include any potential
claims or actions by the Office of the Insurance Commissioner. These are the subject of a
separate Consent Order with that office.

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The Court finding no just reason for delay;

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

III. GENERAL

3.1 Jurisdiction. This Court has jurisdiction of the subject matter of this action and of
 the parties. The Plaintiff's Complaint in this matter alleges claims under the provisions of the
 Unfair Business Practices - Consumer Protection Act, chapter 19.86 RCW; chapter 48.01.030
 RCW; and chapter 48.30 RCW.

3.2 <u>Defendants</u>. For purposes of this Consent Decree the term "Defendants" where
 not otherwise specified shall mean Resource Dealer Group, Inc., and Associates Dealer Group of
 Bellevue, Washington.

IV. INJUNCTIONS

4.1 <u>Application of Injunctions</u>. The injunctive provisions of this Consent Decree
shall apply to the Defendants and, to the extent they act in or influence sales of products in the
State of Washington, to the Defendants' successors, assigns, officers, agents, servants,
employees, representatives, and all other persons or entities in active concert or participation
with Defendants.

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ATTORNEY GENERAL OF WASHINGTON Consumer Protection Division 900 Fourth Avenue, Suite 2000 Seattle, WA 98164-1012 (206) 464-7744 4.2 <u>Notice</u>. Defendants shall immediately inform all their successors. assigns, transferees, officers, agents, servants, employees, representatives, and all other persons or entities in active concert or participation with Defendants of the terms and conditions of this Consent Decree.

4.3 <u>Injunctions</u>. Defendants and all their successors, assigns, transferees, officers,
agents, servants, employees, representatives and all other persons or entities in active concert or
participation with Defendants are hereby permanently enjoined and restrained from directly or
indirectly engaging in the following acts or practices in the state of Washington and from failing
to comply with the provisions of the Consumer Protection Act, chapter 19.86 RCW, and chapter
48.30 RCW, including but not limited to:

a. Teaching, training, counseling, tracking, or aiding or abetting others, in any manner, to misrepresent, directly or by implication, the amount of a monthly automobile payment;

b. Teaching, training, counseling, or aiding or abetting others, in any manner,
 to misrepresent, directly or by implication, the voluntary and optional nature of
 purchasing Defendants' products;

c. Teaching, training, counseling, or aiding or abetting others, in any manner to misrepresent, directly or by implication, the actual price of credit insurance, or service contracts charged to a consumer;

d. Teaching, training, counseling, or aiding and abetting others, in any manner, to utilize any technique where a monthly payment is deceptively adjusted higher than that previously quoted and/or agreed to by a prospective purchaser.

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V. COMPLAINT PROCEDURE AND CY PRES

5.1 Upon entry of this Consent Decree, Defendants shall commence to implement a
 good faith complaint settlement procedure whereby it will review and respond to Qualifying
 Complaints of consumers, as that term is defined herein. All Qualifying Complaints received by

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Defendants shall be processed within 90 days of receipt by Defendants. Defendants or their designee shall be entitled to investigate and verify any such complaint, and make good faith settlement offers which may be conditioned upon a waiver or release of claims by the consumer and/or cancellation of the particular products, policies or coverage involved.

5.2 "Qualifying Complaints" are limited to those complaints which are postmarked or received by the Office of the Attorney General, the Better Business Bureau, the Insurance Commissioner, Defendants or Defendants' designee within 90 days of the entry of this Consent Decree and which:

a. Relate to the purchase of Defendants' credit insurance, or service contracts
 by the complaining consumer in the State of Washington within the three (3) years prior
 to the date of entry of this Consent Decree; and

 b. Contain allegations relating to the misrepresentation of the actual cost of Defendants' credit insurance, or service contracts or the optional nature of Defendants' credit insurance, or service contracts.

5.3 Qualifying Complaints which are not settled upon review by Defendants may, at the option of the consumer, be submitted for binding arbitration. The arbitrator shall be selected by mutual agreement of Defendants and the consumer. If agreement on the selection of the arbitrator cannot be reached, then the matter shall be submitted by Defendants to the Superior Court in the county of residence of the consumer for the limited purpose of appointing an arbitrator. The arbitrator shall complete the arbitration within 90 days after submission of the complaint to arbitration.

5.4 Upon demand by the Office of the Attorney General or Insurance Commissioner's
 Office, Defendants shall provide an accounting of the Qualifying Complaints and their status.

5.5 Defendants shall bear all their own costs associated with the complaint review and
 settlement procedure, and shall pay the fees and costs of the arbitrator.

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5.6 Defendants shall provide an accounting of all costs (amounts paid to consumers) and administrative costs associated with the complaint procedure to the Office of the Attorney General six months from the entry of this Consent Decree or at such time as agreed by the parties.

5 5.7 In addition to consumer relief afforded by the claims procedure described above, 6 Defendants shall pay \$400,000.00 as *cy pres*, to be divided between the following entities: A.) 7 \$200,000.00 to Legal Aid for Washington (The Law Fund). B.) \$100,000.00 to the National 8 Consumer Law Center (NCLC). C.) \$100,000.00 to an interest bearing *cy pres* account with the 9 Washington State Attorney General, Consumer Protection Division for consumer education 10 purposes. Payments shall be made by Defendants directly to each recipient within 20 days of 11 entry of this Consent Decree.

125.8Interest on any unpaid balance of cy pres shall accrue in the amount of 12% per13annum.

VI. OTHER ACTIONS

6.1 Plaintiff shall not commence any other lawsuit or initiate any administrative 15 action after the date of execution of this Consent Decree against Defendants, Defendants' 16 automobile dealership customers and their respective successors, assigns, transferees, officers, 17 agents, servants, employees, representatives and all other persons or entities in active concert or 18 participation with them based upon any action alleged in, or similar to the actions alleged in, 19 Plaintiff's Complaint herein which occurred before the date of entry of this Consent Decree. 20 However, nothing in this paragraph shall be construed to prevent the Office of the Insurance 21 Commissioner from initiating actions to enforce the terms of the separate Consent Order entered 22 with that office. 23

6.2 Defendants shall not commence any future actions against Plaintiff State of
 Washington or the Attorney General based on any activity of Plaintiff State of Washington or
 Attorney General Gregoire or its officers, agents, employees, agencies or departments thereof,

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which occurred before the date of entry of the Consent Decree, in connection with the investigation or litigation of the matters alleged in the complaint. A copy of the Release of all 2 claims against the State of Washington, the Attorney General, and the Insurance Commissioner is attached as Exhibit A. 4

6.3 This Consent Decree does not resolve potential or actual claims or actions by the Office of the Insurance Commissioner. These are the subject of a separate Consent Order with that office.

VII. CIVIL PENALTY

7.1 Pursuant to RCW 19.86.140, Defendants shall pay a civil penalty in the amount of \$150,000.00.

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

VIII. ATTORNEYS FEES AND COSTS

Pursuant to RCW 19.86.080, Plaintiff shall recover and Defendants shall pay the 8.1 costs and reasonable attorneys' fees incurred by Plaintiff in pursuing this matter in the amount of \$350.000.00.

16 8.2 Interest on any unpaid balance of attorneys' fees and costs shall accrue in the 17 amount of 12% per annum.

18 8.3 Defendants shall bear Plaintiff's reasonable costs, including reasonable attorneys' 19 fees, for enforcing this Consent Decree in any action to enforce any of its provisions in which 20 Plaintiff is the prevailing party.

IX. TERMS OF PAYMENT

22 9.1 The stipulated amount of \$350,000.00 in costs and fees and the civil penalty of 23 \$150,000.00 is to be paid in full within 20 days of entry of this Consent Decree.

24 9.2 Payment for costs, fees, penalty, and cy pres in the total amount of \$600,000.00 25 shall be paid within 20 days of entry of this Consent Decree to the "Attorney General - State of 26

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Washington," and shall be delivered to the Office of the Attorney General, 900 Fourth Avenue, Suite 2000, Seattle, WA 98164-1012, Attention: Katharine A. Siebs, Office Manager.

9.3 In the event that Defendants fail to make payment in full within 20 days of entry of this Consent Decree, without agreement by Plaintiff, Defendants will be considered to be in default of the "Terms of Payment" and interest on any unpaid balance shall accrue at 12% per annum until fully paid.

X. ENFORCEMENT

10.1 Violation of any of the terms of Paragraph IV, Injunctions, of this Consent Decree shall constitute a violation of an injunction for which civil penalties of up to \$25,000.00 per violation may be sought by the Attorney General pursuant to RCW 19.86.140.

10.2 The violation of any of the terms of Paragraph IV, Injunctions, of this Consent
 Decree shall constitute a violation of the Consumer Protection Act, RCW 19.86.020.

10.3 The violation of any of the terms of Paragraph IV, Injunctions, of this Consent
Decree by Defendants may result in the revocation of Defendants' certificate(s) of authority,
insurance or agents' licenses pursuant to RCW 48.05.140(1) or RCW 48.17.530, as applicable.

16 10.4 Jurisdiction is retained for the purpose of enabling the parties to apply to the
 17 Court at any time for enforcement of this Consent Decree, to punish violations thereof or to
 18 modify or clarify this Consent Decree.

19 10.5 For the purpose of determining or securing compliance with this Consent Decree, 20 representatives of the Office of the Attorney General shall be permitted, upon twenty (20) days 21 notice to Defendant, access for inspection and copying during regular office hours of any 22 documents reasonably believed by Plaintiff to relate to any matters contained in this Consent 23 Decree, provided that the inspection and copying shall be done in such a way as to avoid 24 disruption of Defendants' business activities.

10.6 For the purpose of determining or securing compliance with this Consent Decree,
 representatives of the Office of the Attorney General may be permitted to question the

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Defendants or any officer, director, agent, or employee of any Defendants to this Complaint by deposition, pursuant to the provisions of CR 30.

10.7 Nothing in this Consent Decree shall be construed as to limit or bar any consumer from pursuing legal remedies other than those specified in this Consent Decree.

5 10.8 Under no circumstances shall this Consent Decree or the names of the State of 6 Washington, the Office of the Attorney General, Consumer Protection Division, and/or the 7 Office of the Insurance Commissioner, or any of their employees or representatives be used by 8 Defendants' agents or employees in connection with any selling, advertising, or promotion of 9 products or services, or as an endorsement or approval of Defendants' acts, practices or conduct 10 of business.

XI. DISMISSAL

11.1 This proceeding including all counterclaims and additional party claims raised by
 Defendants is, in all other respects, hereby dismissed with prejudice and without costs except as
 provided herein with respect to the parties and this Consent Decree is entered pursuant to RCW
 19.86.080.

DATED this 22nd day of May, 1998.

THE HONORABLE PETER D. JARVIS Superior Court udge

Approved for Entry, Notice of Presentation Waived:

PERKINS COIE; BULLIVANT, HOUSER, BAILEY PENDERGRASS & HOFFMAN; AND SPECIAL COUNSEL

RONALD M. GOULD, WSBA #6458 JOSEPH E. BRINGMAN, WSBA #15236 JAMES F. WILLIAMS, WSBA #23613 SCOTT M. STICKNEY, WSBA # 14540

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Assistant Attornev General

Attorneys for Plaintiff

State of Washington

CHRISTINE O. GREGOIRE

SALLY R. GUSTAFSON, WSBA # 7638

Senior Assistant Attorney General DOUGLAS D. WALSH, WSBA# 11554

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Presented by:

Attorney General

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ATTORNEY GENERAL OF WASHINGTON Consumer Protection Division 900 Fourth Avenue, Suite 2000 Seattle, WA 98164-1012 (206) 464-7711

DOUGLAS C. RASMUSSEN, WSBA # 18156 SHAND S. STEPHENS, Special Counsel, admitted pro hac vice, Attorneys for Defendants Resource Dealer GLEN A. ANDERS # TRISHA L. MCARDLE, WSBA # 16371 Assistant Attorneys General Attorneys for Counterclaim Defendant, State of Washington, and Additional Party Defendant Group, Inc. and Associates Dealer Group of Bellevue, Washington, Inc. Christine O. Gregoire ...

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ATTORNEY GENERAL OF WASHINGTON Consumer Protection Division 900 Fourth Avenue, Suite 2000 Seattle, WA 98164-1012

CONSENT

_, in his capacity as Employee And Authorized of William G. 051

Associates Dealer Group of Bellevue, WA, Inc. (ADG), being so authorized to do so by and on behalf of ADG:

- Admits to the continuing jurisdiction of the Superior Court over the persons and subject matter of this action,
- Consents to the entry of a Final Consent Decree regarding the claims at issue between the State of Washington and ADG, in the form attached hereto,
- Certifies that he has personally read and understands the Consent Decree and has consulted with counsel, and knowingly and voluntarily enters into this Consent Decree,
- 4) Waives presentation of this Consent Decree pursuant to CR 54,
- 5) Understands that any violation of this Decree may result in ADG being punished pursuant to RCW 7.21, and/or RCW 19.86.140.

ASSENTED TO, WAIVING ALL RIGHTS OF APPEAL

By:

Date:

CONSENT

PAHRICK K. DONAHUE, in his capacity as PRESISENH of

Resource Dealer Group, Inc. (RDG), being so authorized to do so by and on behalf of RDG:

- 1) Admits to the continuing jurisdiction of the Superior Court over the persons and subject matter of this action.
- 2) Consents to the entry of a Final Consent Decree regarding the claims at issue between the State of Washington and RDG, in the form attached hereto,
- 3) Certifies that he has personally read and understands the Consent Decree and has consulted

with counsel, and knowingly and voluntarily enters into this Consent Decree,
 AESE 1+ AT 10-1
 Waives the entry of this Consent Decree pursuant to CR 54,

5) Understands that any violation of this Decree may result in RDG being punished pursuant to RCW 7.21, and/or RCW 19.86.140.

ASSENTED TO, WAIVING ALL RIGHTS OF APPEAL

The L. Norm MM

Date:

RELEASE

FOR AND IN CONSIDERATION of the State of Washington's agreement to settle the State's complaint against Resource Dealer Group, Inc. an Illinois Corporation, and Associates Dealer Group of Bellevue, Washington, Inc., a Washington Corporation, in King County Cause No. 97-2-15754-4SEA upon the terms stated in the Consent Decree entered in that case, and in consideration of the agreement by Associates Dealer Group of Bellevue, Washington, Inc., to settle its appeal in the United States Court of Appeals for the Ninth Circuit against Attorney General Christine O. Gregoire, Cause No. 97-36090, upon the terms stated in the Stipulation and Order Dismissing Appeal and Awarding Attorneys' Fees and Costs entered in that case, Resource Dealer Group, Inc., Associates Dealer Group of Bellevue, Washington, Inc., (hereinafter RDG, and ADG) their officers, directors, assigns, or other successors in interest, do hereby release and forever discharge the STATE OF WASHINGTON and its officers, agents, employees, agencies, departments, and elected officials and their offices and employees, including, but not limited to, Christine O. Gregoire, the Attorney General, Deborah Senn, the Insurance Commissioner, the Office of the Attorney General and the Office of the Insurance Commissioner and all employees or agents thereof, from any and all existing and future claims, damages and causes of action arising out of the Attorney General's investigation and prosecution of RDG and ADG for alleged Insurance Code and Consumer Protection Act violations, Chapter 19.86 RCW, Chapter 48.03.030 RCW, and Chapter 48.30 RCW related to the practices of "packing", "assumptive selling", and the "selfbump" including all claims for any activities undertaken by the State of Washington, the Attorney General, the Office of the Insurance Commissioner, their agents, officers or employees, prior to the signing of this release; including but not limited to those injuries and damages stated in the claims,

EXHIBIT A

counterclaims and additional party claims asserted by the defendants RDG and ADG in the lawsuits filed in King County Superior Court under cause of action 97-2-15754-4SEA, the Notice of Claims dated April 23, 1998 and filed with the Office of Risk Management, the United States District Court for the Western District of Washington under Cause No. 97-5397FDB, and the United States Court of Appeals for the Ninth Circuit under Cause No. 97-36090.

FURTHER, the undersigned defendants represent, warrant and agree that:

1. This is a final, conclusive and complete release of all unknown and unanticipated damages arising out of the above stated investigation, prosecution, occurrence, casualty or event as well as those now known or disclosed.

2. The undersigned defendants will indemnify and save harmless the parties herein released from all loss, damage and expense of any kind or character arising out of the injury, damage or loss sustained by the defendants, their officers, directors, employees, affiliates, client dealers, successors, assigns or other successors in interest relating to the above described investigation, prosecution, occurrence, casualty or event, and from all loss, damage and expense incurred directly or indirectly by reason of the falsity or inaccuracy of any representation by the undersigned defendants.

3. The undersigned hereby declares that the terms of this release and the Consent Decree filed in King County Cause No. 97-2-15754-4SEA, and the Stipulation and Order of Dismissal in the United States Court of Appeals for the Ninth circuit under Cause No. 97-36090 have been completely read and are fully understood and voluntarily accepted, for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise.

This release shall not be binding upon the STATE OF WASHINGTON until 4. accepted by the head or governing body of the agency or department of state government or the designee of any such agency, and approved by the Attorney General of the State of Washington.

DATED this <u>5</u> day of _ Authorized Representative Resource Dealer Group, Inc., Associates Dealer Group of D, Suite 600 Bellevue, Washington, Inc. 50.4 Address STATE OF Ithinois COUNTY OF COOK I certify that I know or have satisfactory evidence that PATAICK K. Long _ is the person who appeared before me, and said person acknowledged that k______ signed this instrument, on oath stated that PATRICE was acknowledged the it as and the instrument authorized execute to of Resource Dealer Group, Inc., and Associates Dealer These dent Group of Bellevue, Washington, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. _, 1998. DATED this 20 day of _____ nnce 'OFFICIAL SEAL" BREGA PRINCE

My appointment expires: 1-19-02

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Notary Public, State of Illinois My Commission Expires 01/19/02 **069066006600000**00000

EXHIBIT A

Approved and Accepted:

CHRISTINE O. GREGOIRE Attorney General

(Signature) S. Assistant Attorney General Unina in X N Agency)

EXHIBIT A