

STATE OF WASHINGTON  
KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON,

Plaintiff,

v.

COMMUNITY SERVICE HELP, INC,  
A MICHIGAN CORPORATION AND  
D/B/A EDUCATION SERVICES,  
CORRECTION SERVICES, VICTIM  
IMPACT PANEL, AND CRIMINAL  
MARKETPLACE; ADAM YOUNG,  
INDIVIDUALLY AND AS PART OF  
A MARITAL COMMUNITY; SCOTT  
YOUNG, INDIVIDUALLY AND AS  
PART OF A MARITAL  
COMMUNITY; TERRA RESEARCH  
FOUNDATION, A MICHIGAN NON-  
PROFIT CORPORATION,

Defendants.

NO.

COMPLAINT FOR INJUNCTIVE  
AND OTHER RELIEF

**COMES NOW**, Plaintiff, State of Washington (hereinafter "the State"), by and through its attorneys Robert W. Ferguson, Attorney General, and Jason E. Bernstein, Assistant Attorney General, and brings this action against Defendant named herein. The State alleges the following on information and belief:

**I. JURISDICTION AND VENUE**

**1.1** This Complaint is filed and these proceedings are instituted under the provisions of the Consumer Protection Act (CPA), RCW 19.86.

1           **1.2**     Jurisdiction of the Attorney General to commence this action is conferred by  
2 RCW 19.86.080.

3           **1.3**     Venue is proper in King County pursuant to RCW 4.12.020 and 4.12.025, and  
4 Court Rule 82.

5           **1.4**     The violations alleged herein have been committed and are being committed in  
6 whole or in part in King County, Washington, by Defendant named herein or its agents.

7  
8                               **II.     DEFENDANTS**

9           **2.1**     Defendant Community Service Help, Inc., d/b/a Education Services, Correction  
10 Services, Victim Impact Panel, Criminal Marketplace (collectively "CSH"), is incorporated in  
11 Michigan and has a mailing address located at 2885 Sanford Ave Southwest, Suite 16974,  
Grandville, Michigan 49418.

12           **2.2**     At all times relevant to this action, Defendant Adam Young was and is the CEO  
13 and the sole stockholder of CSH. As such, Defendant Young controlled CSH's policies,  
14 activities and practices, including those alleged in the Complaint herein. Defendant Adam  
15 Young is also a director of Terra Research Foundation, and along with Defendant Scott Young,  
16 controlled Terra Research Foundation's policies, activities, and practices, including those  
17 alleged in the Complaint herein.

18           **2.3**     Defendant Terra Research Foundation is a Michigan non-profit corporation and  
19 has a mailing address located at 3165 Glengrove Dr., Rochester Hills, Michigan 48309.

20           **2.4**     Defendant Scott Young is the director of Terra Research Foundation, and along  
21 with Defendant Adam Young, controlled Terra Research Foundation's policies, activities, and  
22 practices, including those alleged in the Complaint herein. Defendant Scott Young resides in  
23 California..

24 ///

25 ///

26 ///

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

2           **3.1**     CSH is and was, at all times relevant to this lawsuit, engaged in trade or  
3 commerce within the meaning of RCW 19.86.020 through network-delivered advertising,  
4 marketing, promotion, and provision of for-profit online community service websites.

5           **3.2**     Terra Research Foundation is and was, at all times relevant to this lawsuit,  
6 engaged in trade or commerce within the meaning of RCW 19.86.020 through its involvement  
7 and necessary participation in the scheme of for-profit marketing, promotion, and provision of  
8 online community service businesses.

9                                   **IV.     FACTS**

10          **4.1**     CSH operates several websites that offer consumers two distinct services: (1)  
11 the option to do court-ordered community service from home, and (2) the option to attend  
12 victim impact panels virtually, by watching pre-recorded victim impact panels from a  
13 computer.

14          **4.2**     CSH's community service sites include its main site,  
15 www.communityservicehelp.com, as well as www.communityservicenow.com,  
16 www.correctionservices.org, and www.washingtoncommunityservice.com. These sites offer  
17 services designed to allow consumers to discharge court-ordered community service hours  
18 online, stating it is "[t]he only place to do your court-ordered community service from home!"

19          **4.3**     CSH's impact panel websites, www.onlineimpactpanel.com, and many minor  
20 variations (all of which redirect to www.onlineimpactpanel.com), do not offer community  
21 service completion but rather market and sell "online victim impact panels," which may be  
22 ordered by courts following a DUI conviction.

23          **4.4**     Consumers pay \$49.95 to register at CSH's community service website.  
24 Registration begins with the consumer entering his or her personal information, including  
25 name, address, telephone number, and the email and password combination the consumer wishes  
26 to use to login. The consumer also chooses payment options at initial registration.

1           **4.5**     Registration for CSH's online impact panel sites works similarly, but the price  
2 varies depending on the program (online impact panel vs online DUI educational course). For  
3 example, the most common program is the online impact panel and costs \$49.95. Educational  
4 courses can cost considerably more, up to \$499..

5           **4.6**     Upon registration with one of CSH's community service centered sites, the  
6 consumer gains access to an online portal, whereby CSH promises to instantly connect the  
7 consumer with a federally approved nonprofit. A consumer is "connected" when the consumer  
8 receives a confirmation letter from the nonprofit by email. Upon information and belief, these  
9 confirmation letters are sent exclusively by Terra Research Foundation (Terra Research).

10          **4.7**     Terra Research, a 501(c)(3) nonprofit, claims that its purpose is to "sponsor  
11 people who have court mandated community service, and work with courts throughout the  
12 country" to help those sponsored complete their court-ordered community service. On  
13 information and belief, both Defendant Adam Young and his brother, Defendant Scott Young,  
14 control and direct Terra Research.

15          **4.8**     Consumers receive the Terra Research confirmation letter upon completing the  
16 sign-up process. The website then prompts the consumer to answer a series of questions,  
17 including the reasons for the volunteer service, the number of hours of required community  
18 service, if court ordered, and additional demographic information, from gender to family  
19 status. If applicable, the consumer may also input the case number and court information, such  
20 as the identity of a probation officer, but these questions are optional.

21          **4.9**     The website then provides the consumer with contact information for their  
22 "connected" nonprofit. Clicking a "Next" hyperlink brings the consumer to a selection of  
23 educational videos offered by the nonprofit that the consumer may watch to complete their  
24 online community service hours. These educational videos fall into four categories: "Math,"  
25 "Science," "Humanities & Other," and "Test Prep."  
26

1       **4.10** All of these videos are created by Khan Academy, Inc., (Khan Academy) and  
2 hosted at <https://www.youtube.com/user/khanacademy/videos>. Khan Academy is a 501(c)3  
3 nonprofit dedicated to “world-class education for anyone, anywhere.” In pursuit of this goal,  
4 Khan Academy offers free educational videos online. While Khan Academy expressly allows  
5 third-party use of its videos, Khan Academy limits the use and reproduction to non-commercial  
6 purposes. CSH has embedded these videos in its own website in apparent violation of Khan  
7 Academy’s terms of use.

8       **4.11** Before the consumer has started watching any of the educational videos, a timer  
9 at the top of CSH’s page displays the number of hours the consumer wishes to discharge.  
10 When the consumer starts a video, the timer begins to count down. An eleven minute video  
11 allegedly subtracts eleven minutes from the consumer’s required community service hours.

12       **4.12** After a period of time, the selected video will pause and a dialog box will  
13 appear asking whether the consumer is still watching. This stops the countdown timer until the  
14 consumer either clicks “OK” or “Cancel.” When the video resumes, the timer resumes its  
15 countdown.

16       **4.13** Before the consumer has completed their designated number of hours –  
17 indicated by the countdown timer reaching “00:00” -- the consumer may request a progress  
18 report. CSH offers to deliver the progress report at various speeds and for various shipping  
19 rates, ranging from Standard Mail for \$9.99 to FedEx Overnight for \$59.99.

20       **4.14** CSH represents that it has never had a completion letter rejected. On  
21 information and belief, CSH has not verified these statements and, in fact, their completion  
22 letters, when recognized as online community service, are not or would not be accepted in  
23 many courts in Washington.

24       **4.15** CSH’s website uses a variety of different methods to advertise that its online  
25 community service hours will be accepted anywhere. On its interactive map page, which  
26 Defendant has since removed, Defendant claimed that courts in all fifty states have approved

1 their services and that over 2,000 courts have accepted their volunteers. In the banner of the  
2 landing page, an image of the scales of justice appears next to the words "Court Approved".

3       **4.16** CSH provided an interactive map of the United States, whereby a consumer  
4 could verify that the court in their jurisdiction accepted CSH's program.

5       **4.17** CSH also utilizes a promotional video located in the center of the website's  
6 landing page for advertising purposes. This video automatically plays when the landing page  
7 fully loads and repeatedly extols the program's acceptance. Primarily, the video displays an  
8 image with the words "Court Approved: Accepted Everywhere" while the narrator proclaims,  
9 "We have never had a completion letter rejected!".

10       **4.18** The only qualification that the hours might not be accepted appears in CSH's  
11 Terms and Conditions. Under the heading "100% Money Back Guarantee," CSH offers a full  
12 refund in the "extremely rare case" that a court does not allow community service to be  
13 performed online. There is no recommendation that the consumer verify that the relevant court  
14 will accept online hours before purchasing CSH's service.

15       **4.19** Contrary to CSH's representations, numerous courts and law enforcement  
16 officials have questioned the representations on CSH's website about court approval.

17       **4.20** In Washington, the District and Municipal Court Judges Association's  
18 (DMCJA) Board has opined that judicial officers in Washington should not accept online  
19 community service hours or those that you can "buy."

20       **4.21** On May 17, 2013, Judge William J. Faubion, from the Wahkiakim District  
21 Court, confirmed that his court does not accept websites offering online community service.

22       **4.22** CSH's website also represents that the Better Business Bureau (BBB) has given  
23 CSH an "A+" rating. Statements to this effect appear in the promotional video on the landing  
24 page. As of September 25, 2014, however, the BBB has given CSH an "F" rating. Pending  
25 complaints against CSH on BBB's website include that the promised "court approved" online  
26



1 enticing consumers into paying for community service hours that will not be  
2 accepted by Washington courts;

3 c. Representing either directly or indirectly that its business is BBB accredited  
4 with an "A-" rating by failing to change its rating as displayed in its  
5 promotional video;

6 d. Representing either directly or indirectly that its website is the only place where  
7 a consumer may do court-ordered community service online.

8 e. Representing either directly or indirectly that Defendants online impact panel  
9 services meet the requirements of Washington state law, which require that all  
10 impact panels verify that the attendee is not under the influence of drugs or  
11 alcohol at the time the impact panel is attended pursuant to RCW 10.01.230.

12 **5.3** Defendant's practice of advertising and selling online opportunities to satisfy  
13 court-ordered community service hours or court-ordered attendance at victim impact panels  
14 where Washington courts have evinced no intent to accept online community service or victim  
15 impact panels affects the public interest and has the capacity to deceive a substantial number of  
16 consumers and is an unfair or deceptive act or practice in trade or commerce and unfair method  
17 of competition in violation of RCW 19.86.020.

## 18 **VI. PRAYER FOR RELIEF**

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

20 **6.1** That the Court adjudges and decrees that Defendant has engaged in the conduct  
21 complained of herein.

22 **6.2** That the Court adjudges and decrees that the conduct complained of in Paragraphs  
23 4.1 through 5.3 constitutes unfair or deceptive acts or practices and unfair methods of competition  
24 in violation of the CPA.

25 **6.3** That the Court issues a permanent injunction enjoining and restraining Defendant  
26 and its representatives, successors, assigns, officers, agents, servants, employees, and all other



1 persons acting or claiming to act for, on behalf of, or in active concert or participation with  
2 Defendant from continuing or engaging in the unlawful conduct complained of herein.

3       **6.4**     That the Court assesses civil penalties, pursuant to RCW 19.86.140, of up to two  
4 thousand dollars (\$2,000) per violation against Defendants for each and every violation of RCW  
5 19.86.020 caused by the conduct complained of herein.


6       **6.5**     That the Court makes such orders pursuant to RCW 19.86.080 as it deems  
7 appropriate to provide for restitution to consumers of money or property acquired by Defendant as  
8 a result of the conduct complained of herein.

9       **6.6**     That the Court makes such orders pursuant to RCW 19.86.080 to provide that  
10 Plaintiff, State of Washington, has and recovers from Defendant the costs of this action, including  
11 reasonable attorneys' fees.

12       **6.7**     That the Court orders such other relief as it may deem just and proper to fully and  
13 effectively dissipate the effects of the conduct complained of herein, or which may otherwise  
14 seem proper to the Court.

15  
16       DATED this 9th day of February, 2015.

17  
18                   ROBERT W. FERGUSON  
19                   Attorney General

20  
21                     
22                   JASON E. BERNSTEIN, WSBA #39362  
23                   Assistant Attorney General  
24                   Attorneys for Plaintiff  
25                   State of Washington  
26

**FILED**  
KING COUNTY, WASHINGTON

**JUN 01 2015**

**SUPERIOR COURT CLERK  
BY Tonja Hutchinson  
DEPUTY**

JUDGE MARY E. ROBERTS

**SUPERIOR COURT OF WASHINGTON FOR KING COUNTY**

STATE OF WASHINGTON,

Plaintiff,

v.

COMMUNITY SERVICE HELP, INC,  
et al.,

Defendants.

NO. 15-2-03270-4 SEA

REDACTED CONSENT DECREE,  
PER ORDER TO REDACT, DATED  
JUNE 1, 2015

FILED  
KING COUNTY, WASHINGTON

FEB 10 2015

SUPERIOR COURT CLERK

EXP07

STATE OF WASHINGTON  
KING COUNTY SUPERIOR COURT

STATE OF WASHINGTON,

Plaintiff,

v.

COMMUNITY SERVICE HELP, INC, A  
MICHIGAN CORPORATION AND  
D/B/A EDUCATION SERVICES,  
CORRECTION SERVICES, VICTIM  
IMPACT PANEL, AND CRIMINAL  
MARKETPLACE; ADAM YOUNG,  
INDIVIDUALLY AND AS PART OF A  
MARITAL COMMUNITY; SCOTT  
YOUNG, INDIVIDUALLY AND AS  
PART OF A MARITAL COMMUNITY;  
TERRA RESEARCH FOUNDATION, A  
MICHIGAN NON-PROFIT  
CORPORATION,

Defendant.

NO. 15 -2-03270-4SEA

CONSENT DECREE

[CLERK'S ACTION REQUIRED]

I. JUDGMENT SUMMARY

1.1	Judgment Creditor:	State of Washington
1.2	Judgment Debtors:	Community Service Help, Inc., Adam Young, Scott Young, Terra Research Foundation
1.3	Judgment Amount:	\$125,000

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///  
///

CONSENT DECREE

1

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

- 1       1.4    Post-Judgment Interest Rate:       12% per annum  
2       1.5    Attorney for Judgment Creditor:     Jason E. Bernstein  
3   Assistant Attorney General  
4       1.6    Attorney for Judgment Debtors:     Michael Scott

5       Plaintiff, State of Washington, having commenced this action pursuant to the Consumer  
6 Protection Act, RCW 19.86, and Defendant, Community Service Help, Inc., a Michigan  
7 corporation, having waived service with a Summons and Complaint in this matter; and

8       Plaintiff appearing by and through its attorneys, Robert W. Ferguson, Attorney  
9 General, and Jason E. Bernstein, Assistant Attorney General, and Defendants appearing by and  
10 through their attorney Michael Scott; and

11       Plaintiff and Defendant having agreed on a basis for the settlement of the matters  
12 alleged in the Complaint, and to entry of this Consent Decree against Defendant without the  
13 need for trial or adjudication of any issue of law or fact; and

14       Plaintiff and Defendant acknowledge that each party has agreed to the entry of this  
15 Consent Decree solely for the purposes of settlement. Nothing contained in this Consent  
16 Decree shall constitute an admission of concession by Defendant or evidence supporting any of  
17 the allegations of fact or law set forth in the Complaint, or of any violation of any state or  
18 federal law, rule or regulation, or any other liability or wrongdoing whatsoever. Nothing in this  
19 paragraph shall limit the Attorney General from relying on this Consent Decree for the purpose  
20 of enforcing it against Defendant; and

21       Defendant recognizes and states that this Consent Decree is entered into voluntarily and  
22 that no promises or threats have been made by the Attorney General's Office or any member,  
23 officer, agent or representative thereof to induce it to enter into this Consent Decree, except as  
24 provided herein; and

25       Defendant waives any right it may have to appeal from this Consent Decree; and  
26

1 Defendant further agrees that it will not oppose the entry of this Consent Decree on the  
2 grounds-the Consent Decree fails to comply with Rule 65(d) of the Rules of Civil Procedure  
3 and hereby waives any objections based thereon; and

4 Defendant further agrees that this Court shall retain jurisdiction of this action for the  
5 purpose of implementing and enforcing the terms and conditions of the Consent Decree and for  
6 all other purposes; and

7 The Court finding no just reason for delay;

8 NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, and DECREED as  
9 follows:

## 10 II. GENERAL

11 2.1 Jurisdiction. This Court has jurisdiction over the subject matter of this action  
12 and over all parties. The Plaintiff's Complaint in this matter states claims upon which relief  
13 may be granted under the provisions of the Consumer Protection Act, RCW 19.86.

14 2.2 Defendant. For purposes of this Consent Decree the term "Defendant" where  
15 not otherwise specified shall mean Community Service Help, Inc., a Michigan corporation.

16 2.3 Definitions. For the purposes of the Consent Decree, the following terms are  
17 defined as follows:

18 a) "Washington consumer" means a consumer who provided a  
19 Washington State zip code during registration with Community  
20 Service Help, Inc., or who otherwise is self-identified as a resident of  
21 Washington State and purchased online community service from  
22 Community Service Help, Inc.

## 23 III. INJUNCTIONS

24 3.1 Application of Injunctions. The injunctive provisions of this Consent Decree  
25 shall apply to the Defendants and the Defendants' successors, assigns, officers, agents,  
26

1 servants, employees, representatives, and all other persons in active concert or participation  
2 with the Defendants.

3       3.2 Notice. Within thirty days following the entry of this Consent Decree,  
4 Defendants shall inform all successors, assigns, transferees, officers, agents, servants,  
5 employees, representatives, and all other persons or entities in active concert or participation  
6 with Defendant or with the business entities named as defendant in the Complaint of the terms  
7 and conditions of this Consent Decree and shall direct those persons and/or entities to comply  
8 with this Consent Decree.

9       3.3 Injunctions. Defendants and all successors, assigns, transferees, officers,  
10 agents, servants and employees are hereby permanently enjoined and restrained from directly  
11 or indirectly engaging in any of the following conduct, whether from a computer or Internet-  
12 enabled cellular telephone or other such device located in the state of Washington, or from a  
13 computer or Internet-enabled cellular telephone or other such device elsewhere where the  
14 conduct is directed to Washington state residents:

15           a) Advertising or stating in any fashion either directly or indirectly that  
16 court-ordered community service or court-ordered victim impact panel attendance is  
17 dischargeable via Defendants' for-profit online service and will be accepted in any city in any  
18 county in Washington without evidence of such acceptance;

19           b) Advertising or stating in any fashion either directly or indirectly that  
20 Defendants are Better Business Bureau accredited with an "A+" rating until such accreditation  
21 and rating is granted;

22           c) Misrepresenting, directly or by implication, the nature and value of the  
23 services they offer or the training, education, or legal authority they possess.

24           d) Directly or indirectly engaging in any act, system, scheme, or plan that  
25 involves fraudulent or deceitful transactions made in bad faith in order to sell or market online  
26 services designed to satisfy court-ordered community service requirements.

1 e) Forming any nonprofit corporation or charitable organization that offers  
2 or provides online community service or educational services connected with the judicial  
3 system in the State of Washington, or that solicits or serves Washington residents for the  
4 provision of such services.

5 f) From serving as officers, directors, board members, or managers, or in  
6 any fiduciary capacity for any nonprofit corporation or charitable organization that offers or  
7 provides online community service or educational services connected with the judicial system  
8 in the State of Washington, or that solicits or serves Washington residents for the provision of  
9 such services.

10 3.4 Cooperation. In addition, Defendants agree to cooperate fully with the State in  
11 the pending litigation, other related litigation, and investigations by the State against other  
12 entities and individuals with which the Defendants have had dealings, or of which the  
13 Defendants have knowledge related to the provision of online community service or education  
14 services to Washington consumers. Cooperation shall be reasonable, and shall include  
15 truthfully answering questions, providing all relevant available documents in the Defendant's  
16 possession or control, including financial records, and testifying, if requested by the State.

#### 17 IV. RESTITUTION

18 4.1 Defendants shall provide a full refund to any Washington consumer who makes  
19 such a request for one year, effective upon entry of this Decree. There is no other restitution  
20 component. Defendants are not required to affirmatively contact consumers about this  
21 requirement.  
22

#### 23 V. TERMS OF PAYMENT

24 5.1 Defendants shall pay \$125,000 to the Attorney General. The Attorney General  
25 shall use the funds for recovery of the costs and attorneys' fees incurred in investigating this  
26

1 matter, future monitoring and enforcement of this consent decree, future enforcement of RCW  
2 19.86, or for any lawful purpose in the discharge of the Attorney General's duties at the sole  
3 discretion of the Attorney General. In no event shall the funds paid pursuant to this section be  
4 deemed a civil penalty.

5 5.2 Defendants shall make this payment 45 days after entry of this Decree. Payment  
6 shall be by wire transfer using the following information: US Bank, 60 Livingston Ave, St. Paul,  
7 MN 55107-2292, Account Name: 1000-Attorney General's Office, ABA/Routing Number:  
8 [REDACTED], Account Number: [REDACTED]. Please contact Washington State Treasurer's  
9 Office, Ryan Pitroff, with questions at 360-902-8917 or [ryan.pitroff@tre.wa.gov](mailto:ryan.pitroff@tre.wa.gov). If possible, the  
10 transfer should indicate that the funds are to the attention of Cynthia Lockridge, Consumer  
11 Protection Administrative Office Manager and labeled with Community Service Help.com's  
12 name.

13 5.3 Defendant's failure to timely make a payment, without written agreement by the  
14 State, shall be a material breach of this Consent Decree.

## 15 VI. ENFORCEMENT

16 6.1 If, after notice to Defendant and an opportunity to be heard at an evidentiary  
17 hearing, the Court finds by a preponderance of evidence that Defendant has violated a material  
18 condition of the Consent Decree, the State may seek imposition of additional conditions, civil  
19 penalties, restitution, injunctive relief, attorney's fees, costs and such other remedies as the  
20 Court may deem appropriate against Defendant.

21 6.2 Violation of any of the terms of this Consent Decree shall constitute a violation of  
22 an injunction for which civil penalties of up to \$25,000 per violation may be sought by the AGO  
23 pursuant to RCW 19.86.140, in addition to such other remedies as may be provided by law.

24 6.3 The violation of any term of this Consent Decree shall constitute a violation of the  
25 CPA.  
26



1       6.4     Jurisdiction is retained by this Court for the purpose of enabling any party to this  
2 Consent Decree with or without the prior consent of the other party to apply to the Court at any  
3 time for enforcement of compliance with this Consent Decree, to punish violations thereof, or  
4 otherwise address the provisions of this Consent Decree.

5       6.5     Nothing in this Consent Decree shall be construed to limit or bar any other  
6 governmental entity or person from pursuing other available remedies against Defendant or any  
7 other person.

8       6.6     Under no circumstances shall this Consent Decree, or the name of the State of  
9 Washington, the Office of the Attorney General, the Consumer Protection Division, or any of  
10 their employees or representatives be used by Defendant or any of its members, directors,  
11 successors, assigns, transferees, officers, agents, servants, employees, representatives, and all  
12 other persons or entities in active concert or participation with Defendant, in connection with  
13 any selling, advertising, or promotion of products or services, or as an endorsement or approval of  
14 Defendant's acts, practices, or conduct of business.

15       6.7     The State shall be permitted, upon ten (10) days advance notice to Defendant, to  
16 access, inspect and/or copy all business records or documents in possession, custody or under  
17 control of Defendant to monitor compliance with this Consent Decree, provided that the  
18 inspection and copying shall avoid unreasonable disruption of Defendant's business activities.

19       6.8     The State shall be permitted to question Defendant or any member, officer,  
20 director, agent, or employee of Defendant by deposition pursuant to the provisions of CR 30 to  
21 monitor compliance with this Consent Decree.

22       6.9     Defendant shall fully cooperate with the State and other civil regulatory  
23 agencies in any civil investigation of any other person who advertised, marketed, or sold any of  
24 Defendant's goods, products or services. Defendant also shall fully cooperate with the State  
25 and other civil regulatory agencies in any civil investigation of any other agent, employee,  
26 independent contractor, or representative of Defendant who is alleged to have violated any of

1 the provisions of this Consent Decree. Defendant's failure to cooperate shall be a material  
2 breach of this Consent Decree.

3 **VII. DISMISSAL**

4 7.1 Except as provided above, this proceeding, in all other respects, is dismissed as to  
5 the Defendant upon entry of this Consent Decree.

6 7.2 The Clerk of the Court is ordered to enter the foregoing Judgment and Consent  
7 Decree immediately

8 **DONE IN OPEN COURT** this 21/10/15 day of January, 2015.

9  
10 *[Signature]*  
11 JUDGE/COURT COMMISSIONER

12 Approved for entry and presented by:

13 ROBERT W. FERGUSON  
14 Attorney General

15 *[Signature]*  
16 JASON E. BERNSTEIN, WSBA #39362  
17 Assistant Attorney General  
18 State of Washington  
19 Attorneys for Plaintiff

Approved for Entry, Notice of Presentation  
Waived:

20 *[Signature]*  
21 Michael R. Scott, WSBA 12822  
22 Hillis Clark Martin & Peterson, P.S.  
23 Attorneys for Defendants

24 Community Service Help, Inc.

25 Defendant

26 By:

*[Signature]*  
Adam Young

Community Service Help, Inc.

Defendant

By:

*[Signature]*  
Scott Young