

**FILED**

DEC 14 2016

SONYA KRASKI  
COUNTY CLERK  
SNOHOMISH CO. WASH.

**STATE OF WASHINGTON  
SNOHOMISH COUNTY SUPERIOR COURT**

STATE OF WASHINGTON, *ex rel.*,  
Washington State Department of  
Financial Institutions,

Petitioner,

v.

JASON NELSON, and VEND-A-  
FUTURE OF SEATTLE, LTD,

Respondents.

NO. 16-2-02899-1

AMENDED COMPLAINT FOR  
PERMANENT INJUNCTION AND  
OTHER RELIEF

**I. NATURE OF ACTION**

1. The STATE OF WASHINGTON commences this action against Respondents JASON NELSON (Nelson) and VEND-A-FUTURE OF SEATTLE, LTD (VAF) (collectively "Respondents"). The State of Washington seeks a permanent injunction against Respondents to prohibit them from violating the Business Opportunity Fraud Act (the Act), RCW 19.110 and other relief as allowed under RCW 19.110.160.

**II. VENUE AND JURISDICITON**

2. Venue is proper in Snohomish County Superior Court pursuant to RCW 4.12.025(1). The Superior Court has jurisdiction pursuant to RCW 7.40.010, and RCW 19.110.160(1).

**III. PARTIES**

3. Petitioner is the State of Washington.



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**III. PARTIES**

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1 statement concerning the estimated or projected sales and the data such sales are  
2 based on, among other items. RCW 19.110.070.

- 3 • Providing business opportunity purchasers with contracts which include  
4 statutorily required notifications, including the necessity of receiving the  
5 required disclosure document at least forty-eight hours before signing the  
6 contract. RCW 19.110.110(4).

7 11. VAF was registered with DFI to sell business opportunities from February 4,  
8 2013 until February 4, 2014, and from March 17, 2014 until March 17, 2015. Nelson was not  
9 individually registered with DFI during those time periods.

10 12. Neither VAF nor Nelson has been registered with the State since March 17,  
11 2015.

12 13. As part of its registration information submitted to DFI on March 10, 2015,  
13 Respondents disclosed they sold approximately 35 business opportunities as defined by the  
14 Act.

15 14. Upon information and belief, Respondents advertised and/or offered for sale  
16 business opportunities prior to being registered to do so as was required by state law.

17 15. Upon information and belief, Respondents sold at least one business opportunity  
18 prior to their registration in February, 2013, and at least six business opportunities after VAF's  
19 registration had lapsed on March 17, 2015.

20 16. Upon information and belief, Respondents continued to advertise on Craigslist  
21 the sale of business opportunities since VAF's registration expired on March 17, 2015.

22 17. Upon information and belief, between January 31, 2013 and April, 2016,  
23 Respondents sold at least nineteen business opportunities.

24 18. Upon information and belief, Respondents sold Joy and John Swapp a business  
25 opportunity on or about January 31, 2013 in the amount of approximately \$13,500.00.  
26

1 19. Upon information and belief, Respondents sold Fatima and Luis Garcia a  
2 business opportunity in or about February 2013 in the amount of approximately \$3,600.00.

3 20. Upon information and belief, Respondents sold Elizabeth Perrin a business  
4 opportunity in or about February 2013 in the amount of approximately \$4,500.00.

5 21. Upon information and belief, Respondents sold Mike Nielson a business  
6 opportunity in or about February 2013 in the amount of approximately \$4,847.00.

7 22. Upon information and belief, Respondents sold Youly Tan a business  
8 opportunity in or about April 2013 in the amount of approximately \$16,000.00.

9 23. Upon information and belief, Respondents sold Thomas Binde a business  
10 opportunity in or about August 2013 in the amount of approximately \$4,600.00.

11 24. Upon information and belief, Respondents sold Ronald Swafford a business  
12 opportunity in or about September 2013 in the amount of approximately \$10,800.00.

13 25. Upon information and belief, Respondents sold Lyle Wallace a business  
14 opportunity in or about November 2013 in the amount of approximately \$9,000.00.

15 26. Upon information and belief, Respondents sold Michael Hagy a business  
16 opportunity in or about February 2014 in the amount of approximately \$4,714.00.

17 27. Upon information and belief, Respondents sold Kenneth Gong and Maggie Lau  
18 a business opportunity in or about March 2014 in the amount of approximately \$6,000.00.

19 28. Upon information and belief, Respondents sold Fatima Benlyazid a business  
20 opportunity in or about June 2014 in the amount of approximately \$7,105.00.

21 29. Upon information and belief, Respondents sold Knut Hanson a business  
22 opportunity in or about September, 2014 in the amount of approximately \$11,110.00.

23 30. Upon information and belief, Respondents sold Crystal Vincent a business  
24 opportunity in or about October 2014 in the amount of approximately \$6,000.00.

25 31. Upon information and belief, Respondents sold Robin and Laura Hayward a  
26 business opportunity in or about May 2015 in the amount of approximately \$32,147.00.

1 32. Upon information and belief, Respondents sold Saroj and Rahul Motwani a  
2 business opportunity in or about May 2015 in the amount of approximately \$1,775.00.

3 33. Upon information and belief, Respondents sold Ivy and Craig Adams a business  
4 opportunity in or about July 2015 in the amount of approximately \$13,623.00.

5 34. Upon information and belief, Respondents sold Dennis Anderson a business  
6 opportunity in or about July 2015 in the amount of approximately \$10,000.00.

7 35. Upon information and belief, Respondents sold Antonio Garcia a business  
8 opportunity in or about March 2016 in the amount of approximately \$3,000.00.

9 36. Upon information and belief, Respondents sold Michael Eckles a business  
10 opportunity in or about April 2016 in the amount of approximately \$25,000.00.

11 37. Upon information and belief, between January 31, 2013 and May, 2015,  
12 Respondents failed to provide at least nineteen purchasers with a written disclosure document,  
13 as required in RCW 19.110.070, within the statutory forty-eight hours before the purchaser  
14 signed a business opportunity contract.

15 38. Upon information and belief, between January 31, 2013 and May, 2015,  
16 Respondents entered into at least nineteen contracts to sell business opportunities that did not  
17 contain the required notifications language as required in RCW 19.110.110.

18 39. Upon information and belief, Respondents provided untrue and/or misleading  
19 information in connection with at least nineteen business opportunity sales, sold between  
20 January 31, 2013 and April, 2016. Respondents provided inflated estimated sales, failed to  
21 disclose the identities of previous purchasers or their reasons for selling the machines, did not  
22 provide the data on which the estimations were based, and did not provide an explanation of  
23 the extent to which the data related to the actual operation of the business opportunity offered  
24 to the purchaser.





1 47. Nelson and VAF's actions, individually and jointly, violated RCW 19.110.110  
2 by failing to provide at least nineteen business opportunity purchasers with contracts  
3 containing language which met the requirements of RCW 19.110.110(4).

4 48. Nelson and VAF's actions, individually and jointly, violated RCW 19.110.120  
5 by making untrue or misleading statements or omissions of material facts in connection with  
6 the offer and sale of business opportunities in Washington.

7 49. Nelson and VAF's actions, individually and jointly, violated RCW 19.110.120  
8 by knowingly violating two previous consent orders which prohibited them from further  
9 violations of the Business Opportunity Fraud Act.

10 50. Pursuant to RCW 19.110.160, the State of Washington is entitled to a  
11 permanent injunction against Nelson and VAF, and their employees and agents from further  
12 violating the Business Opportunity Fraud Act, Chptr. 19.110.

13 **B. RESTORATION OF MONIES PAID**

14 51. The State of Washington hereby realleges paragraphs 1 through 50 as are fully  
15 set forth above.

16 52. Pursuant to RCW 19.110.160, this Court is authorized to enter an order which  
17 restores any person's money which may have been acquired through a prohibited or unlawful  
18 act.

19 53. Nelson and VAF, individually and jointly, acquired money from at least  
20 nineteen purchasers through acts which are prohibited and/or unlawful under the Business  
21 Opportunity Fraud Act.

22 54. The nineteen known purchasers are entitled, at their option, to have their money  
23 which was paid to Nelson and VAF, restored to them in amounts to be proven at hearing.

24 **C. CIVIL PENALTIES**

25 55. The State of Washington hereby realleges paragraphs 1 through as are fully set  
26 forth above.

1 56. RCW 19.110.160 provides that any person who violates this act is subject to a  
2 civil penalty not to exceed \$2,000.00 per violation.


3 57. The State of Washington is entitled to recover civil penalties in an amount to be  
4 proven at the hearing.

5 AS SUCH, the State of Washington hereby requests that the Court grant relief as  
6 follows:

- 7 1. That Respondents Jason Nelson and Vend-A-Future of Seattle, Ltd.,  
8 individually and jointly, as well as their employees and agents, be enjoined from  
violating the Business Opportunity Fraud Act, RCW 19.110;
- 9 2. That Nelson and VAF, jointly and severally, be ordered to restore any monies  
10 paid by the purchasers, at the purchaser's options, including any interest, less  
any refund or resale proceeds from the sale of the machines;
- 11 3. That Nelson and VAF, jointly and severally, be ordered to pay to the State of  
12 Washington a civil penalty in an amount to be determined;
- 13 4. That Nelson and VAF, jointly and severally, be ordered to pay reasonable  
attorney fees and costs to the State of Washington;
- 14 5. That this Court retain jurisdiction over this matter, and;
- 15 6. That the Court order such additional and further ancillary relief as the court  
16 deems appropriate.

17 DATED this 12th day of December, 2016.

18 ROBERT W. FERGUSON  
Attorney General

19   
20 \_\_\_\_\_  
21 PENNY L. ALLEN, WSBA No. 18821  
22 Senior Counsel  
23 Attorneys for Washington State  
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**STATE OF WASHINGTON  
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STATE OF WASHINGTON, ex. rel.  
Washington State Department of Financial  
Institutions,

Plaintiff,

v.

JASON NELSON AND VEND-A-FUTURE  
OF SEATTLE, LTD,

Defendants.

No. 16-2-02899-1

DECLARATION OF SERVICE

I certify that I served a true and correct copy of the following documents:

- Stipulation Allowing Amended Complaint to be Filed
- GR 17 Declaration of Faxed/Electronically Transmitted Document
- Amended Complaint for Permanent Injunction and Other Relief
- And this Declaration of Service

on all parties or their counsel of record on the date below as follows:

JEFFREY C. WISHKO  
ANDERSON HUNTER LAW GROUP  
PO BOX 5397  
EVERETT, WA 98206-5397

- U.S. mail via state Consolidated Mail Service (with proper postage affixed)
- courtesy copy via electronic mail: [jwishko@andersonhunterlaw.com](mailto:jwishko@andersonhunterlaw.com)

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

DATED this 12th day of December, 2016, at Olympia, Washington.

  
MARLENA MULKINS, Legal Assistant



AGREEMENT BETWEEN THE DEPARTMENT OF FINANCIAL INSTITUTIONS AND  
JASON NELSON AND VEND-A-FUTURE OF SEATTLE

The Washington State Department of Financial Institutions (Department) by and through its attorneys, Robert Ferguson, Attorney General and Penny L. Allen, Assistant Attorney General, and Jason Nelson and Vend-A-Future (collectively Respondents) enter into this agreement to resolve all issues presented by the Department's Amended Complaint for Permanent Injunction and Other Relief, Snohomish County Superior Court Docket No. 16-2-02899-1(the Action). The word "parties" used in this agreement shall refer to the Department and the Respondents.

Based on the foregoing and considering all other facts involved and the parties' respective legal rights, the parties, as a compromise of a disputed matter, agree and enter into the following as an economical and efficient method to resolve the Action:


1. The Parties agree that the Respondents, as well as their employees and agents, shall not violate the Business Opportunity Fraud Act, RCW 19.110. The Respondents understand and agree that the definition of a Business Opportunity includes, but is not limited to, "brokering" sales between two other parties of vending machines located on premises that are not owned by the Respondents.
2. The Parties agree that a stipulated order will be entered in the Action which will enjoin the Respondents, individually and jointly, as well as their employees and agents from violating the Business Opportunity Fraud Act, RCW 19.110 and otherwise resolve this Action.
3. The Respondents will pay the Department a total of \$150,000.00 to be received no later than July 31, 2017 at 5 p.m. Payment may be made by cashier's check or wire transfer payable to the Washington State Treasurer, and delivered by certified mail to William Beatty, Securities Administrator, Department of Financial Institutions, PO Box 9033, Olympia WA 98507-9033.
4. The parties understand and agree that the Department has the sole discretion to allocate the \$150,000.00 payment between penalties, costs and restoration to purchasers named in the complaint (hereinafter "named purchases"). To the extent that a named purchaser still has a vending machine purchased from the Respondents, purchaser will have the option to keep the machine or receive a portion of the settlement amount. Returned machines will be returned to the Respondents. Respondents will be responsible for any costs in retrieving the machines. The Department will provide Respondents with information regarding the return of any machines as soon as possible, with updates regarding the status of machines to be returned every 30 days. Any portion of the \$150,000.00 payment not paid to named purchasers as restitution will be allocated toward penalties and costs at the Department's discretion.
5. Respondents understand that the Department is settling only its claims against the Respondents and that purchasers, whether named or unnamed in the complaint, or known or retain the right to litigate any claims. The Department also retains the right to file additional charges should it discover other purchasers

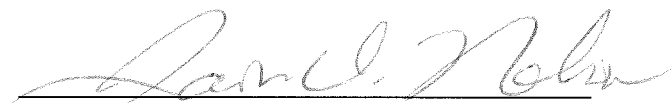
6. The Respondents understand that failure to abide by the terms and conditions of this agreement including the injunction in the stipulated order will result in further legal action, which may include additional penalties and that the Respondents will be responsible to reimburse the Department for costs incurred in pursuing such action including, but not limited to, attorney fees.
7. This agreement constitutes the final written expression of all the terms of this agreement and is a complete and exclusive statement of these terms.
8. The Parties declare that the terms of this Settlement Agreement are completely read, wholly understood, and voluntarily accepted for the purpose of making a full and final compromise and settlement of any and all claims arising from the Department's Amended Complaint for Permanent Injunction and Other Relief, Snohomish County Superior Court Docket No. 16-2-02899-1.

Date: 7/31/17

Date: 7-27-17

Robert W. Ferguson  
Attorney General

  
\_\_\_\_\_  
PENNY L. ALLEN  
Assistant Attorney General  
WSBA # 18821

  
\_\_\_\_\_  
JASON NELSON  
Individual and President of Vend-A-Future

**FILED**

SEP 01 2017

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NO. 16-2-02899-1

AGREED JUDGMENT AND ORDER

**Clerk's Action Required**

JUDGMENT SUMMARY (RCW 4.64.030)

1. Judgment Creditor: State of Washington
2. Judgment Debtor: Jason Nelson and Vend-A-Future, joint and severally
3. Principal Amount of Judgment: -0-
4. Interest to Date of Judgment: - 0 -
5. Attorney Fees: -0-
6. Costs: -0-
7. Other Recovery Amounts: \$-0-
8. Principal Judgment Amount shall bear interest at 0% per annum.
9. Attorney Fees, Costs and Other Recovery Amounts shall bear Interest at 12% per annum.
10. Attorney for Judgment Creditor: Penny L. Allen, Sr. Counsel
11. Attorney for Judgment Debtor: Jeffrey C. Wishko

1 The Petitioner, State of Washington, and the Respondents, Jason Nelson and Vend-A-Future of  
2 Seattle, Ltd. (Respondents), have resolved this matter and agreed to enter this Agreed Order  
3 and Judgment.

4 **ORDER and JUDGMENT**

5 Jason Nelson and Vend-A-Future of Seattle, Ltd., and their employees and agents, are each  
6 enjoined from violating the Business Opportunity Fraud Act, Chptr. 19.110 RCW,  
7 including, but not limited to the following provisions:

- 8 1. RCW 19.110.050, the registration section of the Business Opportunity Fraud  
9 Act;
- 10 2. RCW 19.110.070, the disclosure document section of the Business Opportunity  
11 Fraud Act;
- 12 3. RCW 19.110.110, the business opportunity contract section of the Business  
13 Opportunity Fraud Act, and/or;
- 14 4. RCW 19.110.120, the unlawful acts section of the Business Opportunity Fraud  
15 Act.

16 **AUG 30 2017**

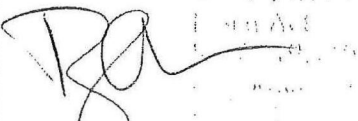
17 DATED this \_\_\_\_ day of August, 2017 .

18 **LEE B. TINNEY**  
19 **COURT COMMISSIONER**

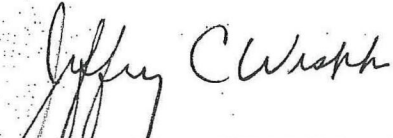
20 \_\_\_\_\_  
21 Judge

22 Presented by:

23 **ROBERT W. FERGUSON**  
24 **Attorney General**

25   
26 Penny L. Allen WSBA #18821  
Senior Counsel  
Attorney for the State of Washington

Copy received,  
Approved as to form and  
notice of presentation waived:  
Anderson Hunter Law Firm, P.S.

  
Jeffrey C. Wishko, WSBA#12885  
Attorney for Respondents