

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

<p>DISTRICT OF COLUMBIA,</p> <p style="text-align:center">Plaintiff,</p> <p style="text-align:center">v.</p> <p>HANDY TECHNOLOGIES, INC.,</p> <p style="text-align:center">Defendant.</p>	<p>Case No.: 2016 CA 006729 B</p>
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CONSENT JUDGMENT AND ORDER

Plaintiff District of Columbia, by and through its Office of Attorney General's Office of Consumer Protection (the "District"), filed its Complaint for Injunctive and Other Relief in this matter, under the District of Columbia Consumer Protection Procedures Act, D.C. Code § 28-3901, *et seq.* ("CPPA"). The District and Defendant Handy Technologies, Inc. ("Handy") stipulate to the entry of this Consent Judgment and Order ("Consent Order") to resolve all matters in dispute in this action between them.

THE PARTIES

1. Plaintiff, the District, a municipal corporation that is authorized to sue and be sued, is the local government for the territory constituting the seat of the government for the United States of America. The District brings this action, through its Attorney General's Office of Consumer Protection, pursuant to D.C. Code § 28-3909, which authorizes the Attorney General to bring court actions to enforce the District's consumer protection laws, including the CPPA.
2. Defendant Handy Technologies, Inc. (formerly known as Handybook, Inc.), doing

business as Handy, is a Delaware corporation with its headquarters and principal place of business at 53 West 23rd Street, New York, New York 10010. Handy engages in the business of offering a service referral platform for various home services, including home cleaning services, in Washington, D.C. (“D.C.”) through a website (Handy.com) and a smartphone application (the “Handy App”).

ALLEGATIONS

3. This Court has jurisdiction over this matter.

4. The District’s Complaint alleges that Handy engaged in unlawful trade practices under the District’s CPPA, including as set forth in D.C. Code § 28-3904(a), (e), and (f), in that Handy (1) made untrue or misleading representations regarding the safety and security of its home cleaning services; (2) enrolled consumers without their knowledge or authorization into “cleaning plans” for which the consumers incur recurring charges; and (3) made misleading statements to consumers about their ability to cancel their plans and receive refunds.

5. Handy denies it has violated any consumer protection laws, including the CPPA. Nothing contained in this Consent Judgment is or may be construed to be an admission by Handy of any violation of law or regulation, or of any other matter of fact or law, or of any liability or wrongdoing.

DEFINITIONS

6. “**Booking Pages**” means the webpages on Handy.com and the screens on the Handy App that a consumer must navigate through in order to purchase cleaning services and excludes webpages on Handy.com and screens on the Handy app that a consumer may navigate through in order to purchase other services offered by Handy. “Booking Pages” does not include

the webpage or webpages that provide information, but are not necessary or ordinarily viewed by a consumer in order to purchase cleaning services.

7. **“Clear(ly) and Conspicuous(ly)”** means, when referring to a written statement, a disclosure in a type, size and location sufficiently noticeable for a consumer to read and comprehend it, and in a print that contrasts with the background against which it appears. A statement may not contradict or be inconsistent with any other information with which it is presented. If a statement modifies, explains, or clarifies other information with which it is presented, it must be presented in proximity to the information it modifies, in a manner that is likely to be noticed, readable, and understandable, and it must not be obscured in any manner or contained or be accessible in a hyperlink, such as in accompanying “Terms and Conditions.” An oral disclosure shall be delivered in a volume and cadence sufficient for a consumer to hear and comprehend it and shall not be inconsistent with any previously made statements.

8. **“Cleaning Plan”** means any program in which a consumer enters into an agreement with Handy for the provision of cleaning services for which the consumer is charged a Recurring Charge.

9. **“Effective Date”** shall be the date on which this Consent Order is entered by this Court.

10. **“Express Informed Consent”** means an affirmative act or statement that a reasonable person would interpret to be clear and unambiguous evidence of a person’s acceptance.

11. **“Landing Page”** means the web page that appears in response to clicking on a search engine optimized search result or online advertisement or a webpage where a consumer

may be directed following an offer advertised in a print ad.

12. **“Purchase Page”** means the screen where the consumer completes his or her purchase of a Cleaning Plan.

13. **“Recurring Charge”** means one or more charges placed on a consumer’s account after the consumer’s initial purchase.

14. **“Screening Procedures”** means any practice or procedure that Handy uses to check or verify the identity, personal history and/or background of individuals who seek to offer their services on any Handy website or application, including, but not limited to, background checks, identity checks, and criminal history checks.

INJUNCTION

General Prohibitions

15. Handy shall not engage in any act or practice in violation of the CPPA in connection with the offer or sale of any consumer good or service.

16. Handy shall not make any representations that its goods or services have a certification or characteristic that they do not have.

17. Handy shall not make any misrepresentations concerning a material fact that have the tendency to mislead consumers.

18. Handy shall not fail to state any material fact, the omission of which tends to mislead consumers.

19. Handy shall not use any innuendo or ambiguity as to a material fact, which has a tendency to mislead consumers.

Negative Option Marketing

20. Handy shall not enroll any consumer in a Cleaning Plan without first Clearly and Conspicuously disclosing that the consumer is not purchasing a single cleaning and, instead, is purchasing a Cleaning Plan that involves recurring services and payments.

21. Handy shall not offer or sell any Cleaning Plan on any Purchase Page without Clearly and Conspicuously disclosing on the same Purchase Page that a consumer will incur a Recurring Charge as part of a Cleaning Plan.

22. Handy shall not offer or sell any Cleaning Plan on any Purchase Page without Clearly and Conspicuously disclosing on the same Purchase Page the amount and frequency of any Recurring Charge the consumer will incur if they purchase the Cleaning Plan.

23. Handy shall not enroll any consumer in a Cleaning Plan without first obtaining the consumer's Express Informed Consent. The Express Informed Consent required by this paragraph may not be obtained by the use of any authorization, at any point in the process, that is pre-selected, pre-checked, or that otherwise does not require the consumer to take an affirmative action to select the Cleaning Plan. The Express Informed Consent required by this paragraph shall not be sought until after any disclosures required by paragraphs 20 to 22 have been made to the consumer. The requirements of this paragraph may not be satisfied by requiring a consumer to check a box indicating that they have read the terms and conditions of the Cleaning Plan. Handy shall fully implement the Express Informed Consent no later than July 1, 2017.

24. Handy shall not advertise on its website or mobile application through which a purchase is made that a consumer may obtain a single cleaning service if such service can only be obtained by joining a Cleaning Plan, without Clearly and Conspicuously disclosing, directly

proximate to the offer of the service, that the service is contingent on the consumer joining a Cleaning Plan and that the consumer will incur a Recurring Charge as part of a Cleaning Plan.

25. Handy shall not represent on its website or mobile application through which a purchase is made that a consumer may obtain a discount, a particular price, or other benefit, if such discount, price, or benefit can only be obtained by joining a Cleaning Plan, without Clearly and Conspicuously disclosing, directly proximate to the offer of the discount or other benefit, that the discount is contingent on the consumer joining a Cleaning Plan and that the consumer will incur a Recurring Charge as part of a Cleaning Plan.

Advertising Prohibitions

26. Handy shall not make any misrepresentation or material omission of fact that has the tendency or capacity to mislead consumers concerning the trustworthiness of its service professionals, including that they are “trusted,” “fully verified,” or “fully vetted.”

27. Handy shall not make any misrepresentation or material omission of fact that has the tendency or capacity to mislead consumers regarding its Screening Procedures or other measures it uses to ensure the safety and security of consumers and their personal property.

28. Handy shall not represent that its Screening Procedures have any certification or characteristics that they do not have.

29. If Handy makes any representation to consumers in connection with any offer or sale of goods or services that its service professionals undergo Screening Procedures, including using terms such as “verified,” “vetted,” “background-checked” or “identity checked,” Handy shall Clearly and Conspicuously disclose to consumers: (a) the processes used to screen potential cleaners; (b) the sources of the reports or other information used to screen potential cleaners;

(c) the time period covered by the reports or other information used to screen potential cleaners; (d) the criteria that Handy uses to disqualify potential cleaners; and (e) the limitations of the processes used to screen cleaners, including a disclosure that screening process may not reveal all relevant criminal convictions. The disclosures required by this paragraph may be made accessible via a hyperlink or a “pop up” text box that is directly proximate to the representations described in this paragraph. Provided, however, that if third-party advertisers inhibit disclosures from being made accessible via a hyperlink or “pop up” text box, such disclosures may be made available via a hyperlink or “pop up” text box contained on the Landing Page as long as the representation described in this paragraph requiring disclosure is repeated on the Landing Page.

30. Handy shall not represent that a consumer may cancel at any time unless a consumer can, in fact, cancel at any time without any further obligation, including incurring any type of penalty or charge

31. Prior to accepting any request to purchase a Cleaning Plan, Handy shall Clearly and Conspicuously disclose to consumers their ability to cancel, including any penalties or fees and timing requirements for cancelling services. The disclosures required by this paragraph may be made accessible via a hyperlink that is directly proximate to the location on the Purchase Page where the consumer takes the affirmative step to purchase a Cleaning Plan.

32. Handy shall not offer consumers a “100% money-back guarantee”, without Clearly and Conspicuously disclosing all terms and conditions for the guarantee. The disclosures required by this paragraph may be made accessible via a hyperlink that is directly proximate to the location of any satisfaction guarantee. Provided, however, that if third-party advertisers inhibit disclosures from being made accessible via a hyperlink or “pop up” text box, such

disclosures may be made available via a hyperlink or “pop up” text box contained on the Landing Page as long as the representation described in this paragraph requiring disclosure is repeated on the Landing Page and the disclosure is directly proximate to the representation.

Cancellation Practices

33. Handy shall provide a simple mechanism for a consumer to immediately cancel a Cleaning Plan and stop billing and collecting payments for any Recurring Charge. The mechanism must not be difficult, costly, confusing, or time consuming, and must permit consumers to cancel using the same mechanisms that are available for consumers to purchase a Cleaning Plan. For purposes of this provision, a one-click way to cancel a Cleaning Plan is a sufficiently simple mechanism.

34. Handy shall include, on the home page of its website and in the Handy App, a link to a secure webpage where consumers can access and manage the account information associated with the consumer’s Cleaning Plan (the “Account Management page”). Handy shall Clearly and Conspicuously display, on the first visible section of the Account Management page, a hyperlink or button that allows the consumer to cancel a Cleaning Plan.

35. Handy shall send a notification via text or email reminding consumers of scheduled Handy services at 5:00 p.m. local time on the calendar day before any deadline before which a consumer must cancel the services without being subject to any penalty or cancellation fee (“Reminder Notification”). If Handy determines that notifications are more likely to reach consumers at a different time of day, it may send the Reminder Notification at that time provided, however, that the Reminder Notification is sent at least 12 hours before which a consumer must cancel the services without being subject to any penalty or cancellation fee.

Consumers that make a booking less than 48 hours before the booking start-time are exempted from the provisions of this paragraph.

36. Handy shall include in the Reminder Notification a Clear and Conspicuous link to the webpage required by paragraph 34 of this Consent Order.

37. Handy shall only require consumers who seek to cancel a Cleaning Plan to provide information necessary to identify the consumers' account(s) and confirm that the consumers have authority to cancel the plan.

38. Handy shall cease scheduling cleaning services on behalf of consumers who have cancelled their Cleaning Plans. Provided, however, this paragraph shall be inapplicable to returning consumers who reenroll in a Cleaning Plan.

39. Handy shall not charge consumers who have cancelled their Cleaning Plans any Recurring Charges, penalties or cancellation fees for services following the consumers' cancellation unless the charges, penalties and/or fees were incurred prior to the consumers' cancellation request.

40. Handy may inquire from consumers their reason for cancelling a Cleaning Plan, but shall not require or imply that consumers must provide a reason for their cancellation request in order to process the request.

DAMAGES AND RESTITUTION PAYMENTS

41. Handy shall pay the District damages equal to the amount necessary to resolve all Eligible Complaints from consumers that concern conduct occurring before the date of this Consent Order and that relate to:

(a) Alleged thefts by Handy cleaning professionals, where the consumer makes

an Eligible Complaint in writing that includes the facts and circumstances of the alleged theft. However, the following are not considered Eligible Complaints and are excluded from this sub-section: (i) claims that Handy has already resolved with a consumer with a settlement release, and (ii) claims that were withdrawn or abandoned by the consumer unless subsequently re-filed after the Consent Order is entered. For purposes of this paragraph, an abandoned claim is one that a consumer filed with Handy prior to the entry of the Consent Order and then was denied or not acted on by the company because the consumer failed to provide additional information.

Handy shall pay the District restitution equal to the amount necessary to resolve all Eligible Complaints from consumers that concern conduct occurring before the date of this Consent Order and that relate to:

- (b) Unauthorized Recurring Charges part of any Cleaning Plan, where a fee was charged to a consumer after the initial cleaning service and the consumer had not previously (i) scheduled another cleaning service through Handy, (ii) been charged for at least one additional cleaning service following the initial cleaning service and did not seek to cancel after being charged for the additional cleaning service for reasons related to the quality of the cleaning service, or (iii) sought and received a refund of a prior Recurring Charge;
- (c) cancellation fees, where a fee was charged to a consumer for canceling a scheduled cleaning service and the consumer had not previously (i) been charged a cancellation fee for rescheduling a cleaning service, or (ii) sought

and received a refund of any cancellation fee; and

- (d) Handy's money back guarantee, where a consumer sought, but did not receive, a full monetary refund after seeking a refund under Handy's money back guarantee.

Each type of complaint referenced in subparts (a) through (d) is an "Eligible Complaint." To be an Eligible Complaint, the complaining consumer must have (i) either resided or received services in the District of Columbia, and (ii) already lodged a complaint with Handy or make a complaint with Handy within one (1) year of the Effective Date of this Consent Order. Handy may credit any amounts it has previously paid consumers in connection with an Eligible Complaint against any amounts owed under this paragraph.

42. The District shall provide Handy information concerning any consumers it has identified as having Eligible Complaints. Within thirty (30) days of receiving the Eligible Complaint information provided by the District, and based on this information, as well its own review of its business records to identify any other consumers owed damages or restitution under this Consent Order, Handy shall provide the District a list of consumers it is aware of as having Eligible Complaints (the "Consumer List"). Handy shall produce the Consumer List in electronic form. For each consumer whose name is contained on the Consumer List, Handy shall provide the following information in the form of a spreadsheet, with each item below contained in a separate field:

- a. the consumer's first name;
- b. the consumer's last name;
- c. the consumer's street address;

- d. the city, state and zip code;
- e. a summary of the complaint;
- f. Handy's response to the complaint;
- g. the total of any amount Handy has already refunded or paid to the consumer;
and
- h. the total monetary amount sought by the complaining consumer.

43. For a period of two (2) years following the Effective Date of this Consent Order, Handy shall maintain all of its records in its possession concerning consumers identified in the Consumer List and the consumers' complaints. Handy shall provide the District access to such documents upon request.

44. Subject to the claims procedure described in paragraphs 48 through 49 below, Handy shall pay damages or restitution it owes under this Consent Order within thirty (30) days of providing the Consumer List to the District by sending a check to each consumer or remitting payment in another method specified by the consumer (e.g., a charge back to a credit card) listed on the Consumer List in the amount that the consumer claims he or she is owed, less any refunds already paid by Handy to the consumer. Any check Handy delivers to a consumer pursuant to this paragraph shall be valid for ninety (90) days. Handy shall provide notice to the District of each payment that it makes pursuant to this paragraph within fifteen (15) days of delivering a check or otherwise remitting payment to a consumer. Such notice may be provided in a summary format and shall include (i) the identity of the consumer receiving the payment; (ii) the date the payment was transmitted; and (iii) the amount of the payment.

45. If Handy intends to challenge the eligibility of any consumer listed in the

Consumer List to receive damages or restitution either because Handy contends the complaint lacks merit or it disagrees with the amount of relief sought by the consumer, it may do so by submitting the consumer's complaint for resolution pursuant to the claims procedures outlined in paragraphs 48 and 49 below.

46. No later than one hundred twenty (120) days following its payment of the restitution amounts pursuant to paragraph 44, Handy shall deliver to the District:

- a. documents reflecting a damages or restitution payment to a consumer;
- b. a list of all consumers who did not deposit their damages or restitution check;
and
- c. a payment to the District in the amount check all un-deposited checks. Any part of these damages or restitution amounts may, at the discretion of the Attorney General, be (a) held by the District as unclaimed property on behalf of consumers or (b) used in accordance with District law for any other lawful purpose.

47. For a period of one (1) year from the Effective Date of this Consent Order, Handy shall resolve any further Eligible Complaints it receives in addition to those contained in the Consumer List either by (i) paying damages or restitution to complaining consumers within thirty (30) days of their receipt of the consumers' complaint and documenting the payment of damages or restitution pursuant to this paragraph by providing the District a copy of any cancelled check evidencing such payment or (ii) submitting the Eligible Complaint for resolution consistent with the procedures set out in this Consent Order at paragraphs 48 through 49 below.

Claims Procedure

48. If Handy contends that any Eligible Complaint submitted pursuant to paragraphs 41 through 47 of this Consent Order is not eligible for a damages or restitution payment (a “Disputed Complaint”), Handy shall, within thirty (30) days of producing the Consumer List or its initial receipt of an Eligible Complaint, whichever occurs later, resolve the disputed claim using the following claim resolution procedure:

- a. Within thirty (30) days of the first instance of Handy’s disputing the eligibility of a consumer to receive damages or restitution under this Consent Order, it shall hire a neutral third party (the “Claims Administrator”) to resolve Disputed Complaints under this Consent Order. Handy shall hire and pay for the Claims Administrator, but the selection of the Claims Administrator shall be subject to approval by the District. To be eligible for appointment, the Claims Administrator must agree to remain available to resolve disputed claims for the entire period of time remaining under paragraph 47 of this Consent Order.
- b. Within ten (10) days of the Claims Administrator being appointed, Handy shall simultaneously (i) mail consumers from whom it has received Disputed Complaints the Claim Form attached hereto as Exhibit A and (ii) provide the Claims Administrator and the District a copy of the following: (A) the consumer’s Disputed Complaint, (B) all documents provided by the consumer concerning the Disputed Complaint, (C) all other documents or information relief upon by Handy in declining to pay damages or restitution to the

consumer, and (D) any other relevant information to the Disputed Complaint in Handy's possession. If the Claims Administrator has not received a Claims Form from a consumer within thirty (30) days of receiving the Disputed Complaint, the Claims Administrator shall attempt to contact the consumer once by both email and telephone to request the Claims Form before considering the claim abandoned.

- c. The Claims Administrator shall request from Handy and consumers any additional information the Claims Administrator deems necessary to make a full and fair decision regarding any Disputed Complaint.
- d. The Claims Administrator may resolve a Disputed Complaint solely based on the information provided pursuant subparagraphs (b) and (c).
- e. The Claims Administrator may conduct hearings on Disputed Complaints by telephone when requested by either party or when the Claims Administrator deems it necessary. The consumer shall be informed in writing of the option for a telephone hearing. No state or federal rule of evidence shall apply to the Claims Administrator's review, including any telephonic hearing conducted pursuant to this paragraph. However, no *ex parte* communications with the Claims Administrator shall occur in connection with any challenged claim other than for purposes of the Claim Administrator requesting and receiving information from Handy or a consumer.
- f. The Claims Administrator shall issue a written decision regarding the review of any Disputed Complaint within a reasonable period of time, but in no event

later than sixty (60) days following receipt of the Disputed Complaint or any supporting documentation without good cause. The Claims Administrator's decision shall be binding on Handy.

- g. The Claim Administrator shall deliver any decision pursuant to this paragraph to Handy, the District and the consumer. In the event a decision issued by the Claims Administrator requires Handy to provide damages or restitution to a consumer, Handy shall pay that amount to the consumer within thirty (30) days of receiving the decision.

49. At the request of Handy or the District, the Claims Administrator or his or her designee shall meet and confer with Handy and the District for any purpose relating to the administration of the claims review process, including, but not limited to, monitoring and auditing the claims review process.

PAYMENTS TO THE DISTRICT

50. Handy shall pay the District a total of \$150,000 for costs and expenses the District has incurred investigating and litigating this matter or that may be incurred by the District in administering the terms of this Consent Order as follows: (i) within five (5) days of the Effective Date of this Consent Order, Handy shall pay to the District the sum of \$75,000, and (ii) no later than January 2, 2018, Handy shall pay to the District the sum of \$75,000, except in the event of a subsequent sale of Handy's equity securities to investors before January 2, 2018, then Handy shall pay the second payment of \$75,000 within three (3) business days following the closing date of such transaction. No portion of the payments made under this paragraph is a fine, civil penalty or forfeiture by Handy to the District.

51. Upon the occurrence of any default in the payments required under paragraph 50 above, Handy hereby irrevocably authorizes and empowers any attorney-at-law or Clerk of the Superior Court of the District of Columbia, to appear at any time for Handy in any action brought against it to enforce this Consent Order at the suit of the District of Columbia, with or without declaration filed, as of any term, to waive the issuing of service of process, and therein to confess or enter judgment against Handy for the entire remaining unpaid sum of the amount due under this paragraph, together with all costs and expenses of enforcing this Consent Order, including reasonable attorney's fees. For purposes of this paragraph, a default shall include Handy's failure to make all or a portion of the payment required by this paragraph within ten (10) days of the date it is due, or Handy making an assignment for the benefit of its creditors, files or has filed against it any proceedings under any reorganization, bankruptcy act or similar law, is adjudicated bankrupt, or becomes insolvent.

GENERAL PROVISIONS

52. The parties may apply to the Court to modify this Consent Order by agreement at any time. Any party may apply to the Court, without the other party's agreement, to modify this Consent Order for good cause shown based on a substantial change in law or fact occurring after the date this Consent Order is entered.

53. Unless otherwise set forth above, Handy shall implement all changes required by this Consent Order within thirty (30) days of its entry by the Court.

54. The District shall provide a ten (10) day notice letter by email and first class mail to Handy upon a good faith belief that Handy has violated the injunctive terms of this Consent Order. Handy shall have ten (10) days from the receipt of the notice to explain and correct any

violation before the District shall take any legal action to enforce the terms of this Consent Order.

55. Handy shall not cause or encourage third parties, or knowingly permit third parties acting on its behalf, to engage in practices from which Handy is prohibited by this Consent Order.

56. This Consent Order represents the full and complete terms of the settlement entered by the Parties. In any action undertaken by the Parties, neither prior versions of this Consent Order nor prior versions of any of its terms that were not entered by the Court in this Consent Order may be introduced for any purpose whatsoever.

57. In entering into this Consent Order, the parties are neither extinguishing any rights otherwise available to consumers, nor creating any right not otherwise available under the laws of the District of Columbia.

58. This Court retains jurisdiction of this Consent Order and the Parties for the purpose of enforcing this Consent Order and for the purpose of granting such additional relief as may be necessary and appropriate. The Parties may agree in writing, through their counsel, to an extension of any time period in this Consent Order without a court order.

59. This Consent Order may be executed in counterparts, and a facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect, as an original signature.

60. All notices sent pursuant to this Consent Order shall be provided to the following address via first class and electronic mail, unless a different address is specified in writing by the party changing such address:

Jimmy Rock
Deputy Director, Office of Consumer Protection
Office of the Attorney General
441 Fourth Street, N.W., Suite 630 South
Washington, D.C. 20001

For the Plaintiff District of Columbia

Attn: General Counsel, Legal Department
P.O. Box 1122
New York, New York 10159
legal@handy.com

For the Defendant Handy Technologies, Inc.

61. Any failure by any party to this Consent Order to insist upon the strict performance by any other party of any of the provisions of this Consent Order shall not be deemed a waiver of any of the provisions of this Consent Order, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Consent Order.

62. If any clause, provision or section of this Consent Order shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Consent Order and this Consent Order shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.


63. Nothing in this Consent Order shall be construed as relieving Handy of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions of this Consent Order be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

64. Handy shall deliver a copy of this Consent Order to each of its current and future principals, officers, directors, and managers having decision-making authority with respect to the subject matter of this Consent Order.

65. Handy shall not participate, directly or indirectly, in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices in whole or in part that are prohibited in this Consent Order or for any other purpose that would otherwise circumvent any part of this Consent Order or the spirit or purposes of this Consent Order.

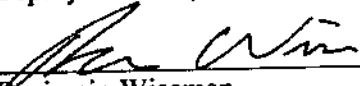
66. This Consent Order finally disposes of all claims by the parties and the District shall release Handy from all claims that the Attorney General asserted or could have asserted under the D.C. Consumer Protection Procedures Act, D.C. Code §§ 28-3901 *et seq.*, based on the facts alleged in the Complaint.

KARL A. RACINE
Attorney General for the District of Columbia



Jimmy Rock
Deputy Director, Office of Consumer Protection

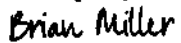
Date: 5-30-17



Benjamin Wiseman
Assistant Attorney General
Office of the Attorney General
441 Fourth Street, N.W., Suite 630 South
Washington, D.C. 20001

Date: 5/30/2017

For Plaintiff District of Columbia

Designated by:


THE DISTRICT OF COLUMBIA
Brian Miller, General Counsel
P.O. Box 1122
New York, New York 10159

Date: 5/22/2017

For Defendant Handy Technologies, Inc.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

10/19/2017
Date



Judge Elizabeth C. Wingo