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KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 26-2-15488-1 SEA

**STATE OF WASHINGTON
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

Plaintiff,

v.

HOMEAGLOW, INC. D/B/A
DAZZLING CLEANING, a Delaware
corporation; ABAP PARTNERS, LLC,
a Delaware company; AARON CHEUNG,
an individual; and XIAO WEI CHEN,
an individual,

Defendants.

NO. 26-2-15488-1 SEA

CONSENT DECREE

[CLERK'S ACTION REQUIRED]

I. JUDGMENT SUMMARY

1.1	Judgment Creditor	State of Washington
1.2	Judgment Debtor	Homeaglow, Inc., ABAP Partners, LLC, Aaron Cheung, and Xiao Wei Chen
1.3	Principal Judgment Amount	\$2,250,000
1.4	Post Judgment Interest Rate:	12 percent per annum
1.5	Attorneys for Judgment Creditor:	Bret Finkelstein Daniel Allen Zorba Leslie Assistant Attorneys General
1.6	Attorneys for Judgment Debtor:	Leonard Gordon Heather Steele

1 1.7 Plaintiff State of Washington (Washington), having conducted an investigation
2 and commenced this action pursuant to RCW 19.86, the Consumer Protection Act (CPA); and

3 1.8 Defendants Homeaglow, Inc., ABAP Partners, LLC, Aaron Cheung, and
4 Xiao Wei Chen, (collectively, “Defendants”), having been served with the Summons and
5 Complaint or having waived service; and Washington, appearing by and through its attorneys,
6 Nicholas W. Brown, Attorney General, and Bret Finkelstein, Daniel Allen, and Zorba Leslie,
7 Assistant Attorneys General; and Defendant, appearing by and through its attorneys
8 Leonard Gordon and Heather Steele; and

9 1.9 Washington and Defendants having agreed on a basis for the settlement of the
10 matters alleged in the Complaint and to the entry of this Consent Decree against Defendants
11 without the need for trial or adjudication of any issue of law or fact; and

12 1.10 Defendants, by entering into this Consent Decree, do not admit the allegations of
13 the Complaint other than those solely as necessary to establish the jurisdiction of this Court; and

14 1.11 Washington and Defendants agree this Consent Decree does not constitute
15 evidence or an admission regarding the existence or non-existence of any issue, fact, or violation
16 of any law alleged by Washington; and

17 1.12 Defendants recognize and state this Consent Decree is entered into voluntarily
18 and that no promises, representations, or threats have been made by the Attorney General’s
19 Office or any member, officer, agent, or representative thereof to induce them to enter into this
20 Consent Decree, except for the promises and representations provided herein; and

21 1.13 Defendants waive any right they may have to appeal from this Consent Decree or
22 to otherwise contest the validity of this Consent Decree; and

23 1.14 Defendants further agree this Court shall retain jurisdiction of this action and
24 jurisdiction over Defendants for the purpose of implementing and enforcing the terms and
25 conditions of this Consent Decree and for all other purposes related to this matter; and

26 The Court, finding no just reason for delay;

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

3 II. GENERAL

4 2.1 This Court has jurisdiction of the subject matter of this action and of the parties.

5 2.2 This Consent Decree or the fact of its entry does not constitute evidence or an
6 admission by any party regarding the existence or non-existence of any issue, fact, or violation
7 of any law alleged by Washington. To the contrary, Defendants have denied and continue to
8 deny any and all wrongdoing of any kind whatsoever and retain, and do not waive, any and all
9 defenses Defendants may have with respect to such matters.

10 2.3 This Consent Decree fully and finally resolves and forever discharges and
11 releases all claims and causes of action under the CPA or any other consumer protection statute
12 that the State of Washington has filed or may in the future file against Defendants arising out of
13 or relating to the facts and matters specifically described in the Complaint, except that
14 Defendants' material failure to comply with this Consent Decree shall permit the
15 Attorney General of Washington to take such further action against Defendants as provided for
16 herein. This Consent Decree does not release claims that could have been or were asserted by
17 any other state agency, including but not limited to tax-related claims or criminal matters.

18 III. DEFINITIONS

19 3.1 **"Billing Information"** means any data that enables any person to access a
20 consumer's account, such as a credit card, checking, savings, share or similar account, utility
21 bill, mortgage loan account, or debit card.

22 3.2 **"Charge," "Charged," or "Charging"** means any attempt to collect money or
23 other consideration from a consumer, including but not limited to causing Billing Information to
24 be submitted for payment, including against the consumer's credit card, debit card, bank account,
25 telephone bill, or other account.
26

1 3.3 **“Clearly and Conspicuously”** means that a required disclosure is easily
2 noticeable (i.e., difficult to miss) and easily understandable by Reasonable Consumers, including
3 in all of the following ways:

- 4 a. In any communication that is solely visual or solely audible, the disclosure
5 must be made through the same means through which the communication
6 is presented. In any communication made through both visual and audible
7 means, such as a television advertisement, the disclosure must be
8 presented simultaneously in both the visual and audible portions of the
9 communication even if the representation requiring the disclosure is made
10 in only one means;
- 11 b. A visual disclosure, by its size, contrast, location, the length of time it
12 appears, and other characteristics, must stand out from any accompanying
13 text or other visual elements so that it is easily noticed, read, and
14 understood by Reasonable Consumers;
- 15 c. An audible disclosure, including by telephone or streaming video, must
16 be delivered in a volume, speed, and cadence sufficient for Reasonable
17 Consumers to easily hear and understand it;
- 18 d. In any communication using an interactive electronic medium, such as the
19 internet, mobile application, or software, the disclosure must be
20 unavoidable and easily understood by Reasonable Consumers;
- 21 e. The disclosure must use diction and syntax understandable to Reasonable
22 Consumers and must appear in each language in which the representation
23 requiring the disclosure appears;
- 24 f. The disclosure must comply with these requirements in each medium
25 through which it is received, including all electronic devices and face-to-
26 face communications;

1 g. The disclosure must not be provided through a hyperlink or button
2 requiring the user to click to see all or part of the disclosure (e.g., a “click
3 more” button); and

4 h. The disclosure must not be contradicted by, or inconsistent with, any other
5 representation(s).

6 3.4 “**Consumer Review**” means a consumer’s evaluation, or a purported consumer’s
7 evaluation, of a product, service, or business that is submitted by the consumer or purported
8 consumer and that is published to a Website dedicated in whole or in part to receiving and
9 displaying such evaluations. Consumer Reviews include consumer ratings regardless of whether
10 they include any text or narrative.

11 3.5 “**Defendants**” means Homeaglow, Inc., ABAP Partners, LLC, Aaron Cheung,
12 and Xiao Wei Chen, collectively.

13 3.6 “**Effective Date**” shall be the date of entry of this Consent Decree.

14 3.7 “**ForeverClean**” means the automatically renewing membership Homeaglow
15 offers to consumers. ForeverClean is a Negative Option Feature.

16 3.8 “**Homeaglow**” means Homeaglow, Inc. and ABAP Partners, LLC, and their
17 affiliates, parents, subsidiaries, divisions, agents, directors, officers, employees, contractors,
18 representatives, attorneys, successors, and assigns affiliates, successors and assigns

19 3.9 “**Material Terms**” means any terms that a Reasonable Consumer would consider
20 important in deciding whether to enroll in or accept a Negative Option Feature, including but
21 not limited to the cost, frequency, benefits of the membership, duration of recurring Charges,
22 cancellation rights, cancellation costs or fees (e.g., an early termination fee), deadlines by which
23 a consumer must cancel to avoid future Charges, and any conditions affecting renewal.

24 3.10 “**Negative Option Feature**” means any offer or agreement, whether in a single
25 contract or part of a larger transaction, under which a consumer’s silence, failure to reject goods
26 or services, or failure to take affirmative action to cancel an agreement is interpreted as

1 acceptance of an offer or continuing acceptance of goods or services, including automatic
2 renewals, continuity plans, free-to-pay or nominal-fee-to-pay trials, and similar arrangements.

3 3.11 **“Reasonable Consumer”** as used in this Consent Decree shall have the same
4 meaning and effect as that term is defined under Washington law and the Washington Consumer
5 Protection Act, RCW 19.86.

6 3.12 **“Space-Constrained Advertising”** means any communication (including, but
7 not limited to, Internet search results and banner ads) that has space, format, size, duration, or
8 technological restrictions (“Space Constraint”) that the Defendants cannot modify, that limit the
9 Defendants from being able to make the disclosures required by this Consent Decree.

10 3.13 **“Website”** means any internet-accessible property or platform, including any
11 website, web page, mobile application, mobile site, online platform, software interface, or online
12 service through which users can access content, services, or features, whether operated now or
13 developed in the future.

14 IV. INJUNCTIONS

15 4.1 The injunctive provisions of this Consent Decree shall apply to Defendants and
16 to their successors, assigns, and others acting in concert with Defendants, whether acting directly
17 or indirectly. The injunctive provisions of this Consent Decree shall be effective forty-five (45)
18 days after the Effective Date.¹

19 4.2 As to Defendants Aaron Cheung and Xiao Wei Chen, these injunctive provisions
20 shall expire ten (10) years from the Effective Date.

21 4.3 Defendants shall deliver a copy of this Consent Decree to all current principals,
22 officers, directors, and vice presidents, and to all future principals, officers, directors, vice
23 presidents, or other managers or agents, having management responsibilities with respect to the
24 subject matter of this Consent Decree, and shall secure from each person a signed and dated

25 ¹ The form and scope of this language, as used throughout this document, is intended to have
26 the same form, scope, and application as subsection (d) of Washington Court Rule 65.

1 statement acknowledging receipt of this Consent Decree. Defendants shall deliver this Consent
2 Decree to such current personnel within thirty (30) days after the Effective Date of this Consent
3 Decree and to future personnel within thirty (30) days after the person assumes such position or
4 responsibilities.

5 **A. Advertising Practices**

6 4.4 Defendants shall not make misrepresentations about introductory offers or
7 discount vouchers.

8 4.5 If Defendants advertise an introductory offer or discount voucher which, if
9 redeemed, has the effect of enrolling the consumer in a Negative Option Feature, Defendants
10 must also Clearly and Conspicuously disclose in the same advertisement or communication:

- 11 a. The existence of, and material obligations of, the Negative Option
12 Feature;
- 13 b. That if the consumer purchases any subsequent goods or services those
14 goods or services will be Charged at higher prices;
- 15 c. The Negative Option is Charged on a recurring basis, including any
16 minimum duration of recurring Charges, unless the consumer takes action
17 to stop the Charges; and
- 18 d. In Space Constrained Advertising, Defendants may abbreviate such
19 disclosures within the Space Constrained Advertisement and include a
20 Clear and Conspicuous, easily understandable to Reasonable Consumers,
21 easily accessible for Reasonable Consumers, and meaningfully labeled
22 way to access full disclosure of the material terms of the offer, such as a
23 phone number, website, click-through link for Internet advertising, or
24 other method consistent with the relevant medium. For purposes of this
25 subparagraph, “meaningfully labeled” means labeled to convey to
26 Reasonable Consumers the importance, nature, and relevance of the

1 information to which it leads as consistent with the relevant medium.
2 Defendants bear the burden of showing that there is a Space Constraint to
3 making a required disclosure that is Clear and Conspicuous and in close
4 proximity to the triggering term.

5 4.6 If Defendants advertise or otherwise communicate to consumers that Defendants'
6 services or vouchers are refundable, the same advertisement or communication must Clearly and
7 Conspicuously communicate any limitations on the refundability of that purchase, and the
8 refundability language cannot contradict, or be inconsistent with, any other disclosures required
9 by Paragraph 4.5.

10 **B. Negative Option Practices**

11 4.7 Defendants shall not enroll any consumer in, or Charge or attempt to Charge, a
12 consumer through a Negative Option Feature unless Defendants disclose Clearly and
13 Conspicuously all Material Terms of the Negative Option Feature to the consumer before
14 obtaining the consumer's Billing Information, including but not limited to:

- 15 a. That consumers will be Charged and that the Charges will be on a
16 recurring basis, unless the consumer timely takes steps to prevent or stop
17 such Charges;
- 18 b. The amount the consumer will be Charged for enrollment in the
19 membership and, if applicable, the frequency and amount of the Charges
20 a consumer will incur unless the consumer takes timely steps to prevent
21 or stop those Charges;
- 22 c. Each deadline (by date or frequency) by which the consumer must act to
23 prevent or stop the Charges;
- 24 d. The existence and amount of a Charge (e.g., an early termination fee) the
25 consumer will have to pay to stop the recurring Charges, or the method of
26

1 calculating such Charge presented in a way that is easily understood by a
2 Reasonable Consumer; and

- 3 e. That Charges paid by the consumer for the membership do not purchase
4 any goods or services and that consumers must pay an additional Charge
5 for such future goods or services, and the estimated cost for those future
6 goods or services, including any service or transaction fees.

7 4.8 Defendants shall not make any misleading or deceptive representation in
8 connection with the advertising, offering, marketing, or operation of any Negative Option
9 Feature, including with respect to the existence, nature, cost, terms, or cancellation requirements
10 of such feature, or with respect to any of the Material Terms described in Paragraph 4.7.

11 4.9 Defendants shall not obscure, minimize, or visually de-emphasize any Material
12 Terms of the Negative Option Feature through formatting, placement, color, font size, contrast,
13 or separation from key pricing information, including by placing such disclosures in grayed-out
14 boxes, expandable sections, or secondary explanatory graphics.

15 4.10 Defendants shall not use any deceptive design elements, including those which
16 have the effect of creating artificial urgency, or that are not reasonably tied to scarcity,
17 availability, or demand, including countdown timers, or warnings of number of vouchers,
18 discounts, or other deals remaining.

19 4.11 Defendants shall not rely on post-transaction disclosures as the means of
20 providing notice to consumers of any Material Terms of the Negative Option Feature that are
21 required to be Clearly and Conspicuously disclosed prior to checkout.

22 4.12 Defendants shall obtain the consumer's express informed consent to the Material
23 Terms of the Negative Option Feature before Charging the consumer for the Negative Option
24 Feature.

25 4.13 The Clear and Conspicuous disclosures required by paragraph 4.7 shall be placed
26 immediately adjacent to the means of recording the consumer's express informed consent for the

1 Negative Option Feature and presented prior to obtaining such express informed consent. The
2 consumer's express informed consent shall specifically refer to the Negative Option Feature and
3 must be documented and retained consistent with the recordkeeping requirements of this Consent
4 Decree. Silence, inactivity or inaction, pre-ticked boxes, and other opt-out constructions do not
5 constitute express informed consent.

6 4.14 Defendants shall, in connection with promoting or offering for sale any good or
7 service with a Negative Option Feature, include language in the call to action for the Negative
8 Option Feature that references ForeverClean membership or any other Negative Option Feature
9 (e.g., "Purchase and Join").

10 4.15 Defendants shall permit consumers to cancel any Negative Option Feature at any
11 time and provide consumers with a simple mechanism to stop recurring Charges and cancel
12 participation in any Negative Option Feature that is Clearly and Conspicuously disclosed. The
13 cancellation mechanism must:

- 14 a. Be at least as easy to use as the method consumers used to enroll in the
15 Negative Option Feature;
 - 16 b. Be available at all times during which the consumer is subject to Charges
17 under the Negative Option Feature and if enrollment occurred online or
18 via mobile app, be easy to find without the assistance of a live or
19 virtual agent;
 - 20 c. Not require consumers to incur unreasonable delays, fees, Charges, or
21 burdens to effect cancellation;
 - 22 d. Be Clearly and Conspicuously disclosed at the time of enrollment and in
23 post-enrollment communications; and
 - 24 e. Be effective immediately upon the consumer's request.
- 25
26

1 4.16 If Defendants collect a recurring Charge for a Negative Option Feature after
2 cancellation, Defendants shall promptly refund all such Charges and shall not require the
3 consumer to incur additional burdens to obtain the refund.

4 4.17 Defendants shall ensure that customer service scripts, training materials,
5 automated assistants, and internal policies comply with this Consent Decree and do not omit or
6 misrepresent Material Terms, cancellation rights, or refund eligibility, and do not instruct agents
7 to misrepresent the Material Terms of membership to prospective or existing customers, or
8 discourage cancellation, delay processing, or retain existing consumers through unauthorized
9 enrollment in additional Negative Option Features.

10 4.18 For any existing ForeverClean memberships (or other Negative Option Features)
11 entered into between Defendants and consumers prior to Defendants being in full compliance
12 with the injunctive provisions of this Consent Decree (see paragraph 4.1), Defendants shall:

- 13 a. Beginning on the Effective Date, permanently cease Charging an early
14 termination fee or any other Charge to cancel the ForeverClean
15 membership;
- 16 b. Beginning on the Effective Date, immediately cancel ForeverClean
17 memberships (or other Negative Option Features) for any consumer who
18 notifies Defendants of their intent to cancel. Defendants shall not delay
19 cancelling ForeverClean membership for any such consumer, and
20 Defendants may not take any steps to dissuade or discourage the consumer
21 from cancelling;
- 22 c. Notify those consumers by email of the following: (i) the existence of
23 their ForeverClean membership, (ii) the amount Homeaglow is
24 continuing to Charge them for ForeverClean membership, (iii) that
25 Homeaglow will continue Charging them that amount unless the
26 consumer takes an affirmative action to cancel the membership, (iv) that

1 Homeaglow has entered into this Consent Decree, with an easily
2 accessible link to a full version of the Consent Decree, (v) the consumer
3 can cancel their ForeverClean membership without any further Charge or
4 fee, and that the early termination fee has been waived, (vi) contact
5 information for Homeaglow customer service if they are unable to cancel
6 their ForeverClean membership, and (vii) contact information for the
7 Washington State Attorney General's Office Consumer Resource Center
8 if they are unable to cancel their ForeverClean membership or have other
9 questions about their rights under this Consent Decree;

10 d. The above email notification shall include an easily accessible link by
11 which a Reasonable Consumer can easily cancel their ForeverClean
12 membership. The link shall remain active for at least one year from the
13 date of sending. The notification shall also include simple instructions for
14 a Reasonable Consumer to cancel by text message or email;

15 e. The content, format, and timing of the above email notification shall be
16 approved by Washington prior to being sent to consumers;

17 f. Defendants shall deliver the above notification by email if they have a
18 current email address for the consumer. If Defendants do not have a
19 current email address for the consumer, or if the email notification is
20 returned as undeliverable, Defendants shall provide the same notification
21 by first class mail to the consumer's last known mailing address; and

22 g. Within five (5) days of the Effective Date of this Consent Decree, for
23 those consumers who were ForeverClean members as of the Effective
24 Date, provide Washington with the consumers' names, last known
25 mailing addresses, and last known email addresses. Washington will use
26 that that information to send those consumers written communications

1 notifying them of this Consent Decree and their opportunity to cancel
2 their ForeverClean membership.

3 h. Within fifty (50) days of the Effective Date of the Consent Decree,
4 provide to Washington the consumer information described in 4.18(g) for
5 all consumers who enroll in ForeverClean between the Effective Date and
6 the date that Defendants are in full compliance with the injunctive
7 provisions of this Consent Decree as described in paragraph 4.1.

8 **C. Consumer Reviews Practices**

9 4.19 Defendants shall not make any misrepresentation, expressly or by implication,
10 about Consumer Reviews of its business practices or services.

11 4.20 Defendants shall not knowingly publish, or cause to be published, any artificial
12 Consumer Reviews on its Websites, in advertisements or other communications, or on any
13 third-party review sites.

14 4.21 Defendants shall not misrepresent on its Websites, in advertisements or other
15 communications, its star rating, average rating, or other similar ratings, grades, or status, from
16 reviews collected by Defendants or from reviews published or summarized on any third-party
17 review sites.

18 4.22 If Defendants continue to publish Consumer Reviews on its Websites,
19 Defendants must comply with 16 CFR Part 465 and 16 CFR Part 255, including by ensuring that
20 their Websites do not materially misrepresent, expressly or by implication, that displayed
21 Consumer Reviews represent most or all reviews submitted to Defendants by consumers when
22 reviews are being suppressed (i.e., not displayable) based upon their ratings or their negative
23 sentiment. For purposes of this paragraph, a review is not considered suppressed based upon
24 rating or negative sentiment if the suppression occurs based on criteria for withholding reviews
25 that are applied equally to all reviews submitted without regard to sentiment, such as when the
26 review contains: (i) trade secrets or privileged or confidential commercial or financial

1 information; (ii) defamatory, harassing, abusive, obscene, vulgar, or sexually explicit content;
2 (iii) the personal information or likeness of another individual; (iv) content that is discriminatory
3 with respect to race, gender, sexuality, ethnicity, or another intrinsic characteristic; (v) content
4 that is clearly false or misleading; (vi) content that is wholly unrelated to the products or services
5 offered by Defendants; (vii) content that was specifically requested by the consumer to be
6 removed; or (viii) when Defendants reasonably believe the review is fake.

7 **D. Attorney General's Office Monitoring**

8 4.23 Every twelve (12) months for the four (4) years following the Effective Date of
9 this Consent Decree, Defendants shall prepare and deliver to Washington, a Compliance Report,
10 sworn under penalty of perjury by an authorized officer of Defendants, demonstrating
11 compliance with this Consent Decree.

12 4.24 Each Compliance Report shall include a description of all Negative Option
13 Features offered, used, or in effect during the reporting period, including for each such feature:

- 14 a. A description of the products or services offered and all material terms,
15 including Charging frequency, amount Charged, subscription duration,
16 renewal terms, and cancellation procedures;
- 17 b. The method by which express informed consent is obtained, including the
18 Clear and Conspicuous placement, format, and content of required
19 disclosures of Material Terms;
- 20 c. A description of how consent is recorded, documented, and retained,
21 including the systems or records used to evidence consumer consent;
- 22 d. Any material changes made during the reporting period to the Negative
23 Option Feature, disclosures, consent mechanisms, cancellation processes,
24 or refund practices; and
- 25 e. Any unauthorized Charges made to Washington consumers in violation
26 of this Consent Decree.

1 4.25 The Compliance Report shall identify the number of complaints received directly
2 from Washington consumers during the reporting period relating to any Negative Option Feature
3 where the consumer alleges unauthorized enrollment in a Negative Option Feature, difficulty
4 cancelling or delays in cancellation of a Negative Option Feature, or unauthorized Charges or
5 Charging after cancellation. For each complaint, describe the outcome or resolution of the
6 complaint, if any.

7 4.26 During the duration of the Compliance Reporting period, Defendants shall
8 maintain:

- 9 a. Any documents that comprise or relate to complaints or inquiries related
10 to the subject matter of this Consent Decree, whether received directly,
11 indirectly, or through any third party;
- 12 b. All advertisements, promotional materials, and disclosures (including
13 where applicable, check-out screens) containing information related to the
14 Negative Option Features; and
- 15 c. Any documents reasonably necessary to demonstrate full compliance with
16 each provision of this Consent Decree, including but not limited to, all
17 documents obtained, created, generated, or which in any way relate to the
18 requirements, provisions or terms of this Consent Decree.

19 **V. MONETARY PAYMENT**

20 5.1 Pursuant to RCW 19.86.080, Washington shall recover and Defendants shall pay
21 Washington the amount of \$2,250,000, for costs and reasonable attorney's fees incurred by
22 Washington in pursuing this matter, for monitoring and potential enforcement of this Consent
23 Decree, for future enforcement of RCW 19.86, or for any lawful purpose in the discharge of the
24 Attorney General's duties at the sole discretion of the Attorney General.

25 5.2 Payment referenced in paragraph 5.1 shall be made no later than thirty (30) days
26 after the Effective Date of this Consent Decree by wire or valid check payable to

1 “State of Washington Attorney General’s Office,” delivered to the Office of the
2 Attorney General, Attention, Margaret Farmer, Litigation Support Manager, 800 Fifth Avenue,
3 Suite 2000, Seattle, Washington, 98104.

4 5.3 Defendants shall fully cooperate with Washington in any efforts to distribute
5 restitution to Washington consumers, including by providing information sufficient to identify
6 these consumers, the sum paid to Defendants by each individual consumer, and the consumers’
7 last known addresses and available contact information.

8 5.4 Defendants’ failure to timely make payments as required by this Consent Decree
9 by the date of entry of this Consent Decree, without written agreement by Washington, shall be
10 a material breach of this Consent Decree.

11 VI. ENFORCEMENT

12 6.1 Defendants shall be in full compliance with all requirements and obligations this
13 Consent Decree imposes on Defendants within forty-five (45) days of the date of entry of this
14 Consent Decree, except as otherwise indicated herein.

15 6.2 If Defendants violate a condition of this Consent Decree, Washington may seek
16 the imposition of additional conditions, civil penalties of up to One Hundred and Twenty-Five
17 Thousands (\$125,000.00) per violation pursuant to RCW 19.86.140, restitution, injunctive relief,
18 attorney’s fees, costs, and such other remedies as the Court may deem appropriate at an
19 evidentiary hearing in which Defendants have an opportunity to be heard, if the Court finds by
20 a preponderance of the evidence that Defendants have violated a material condition of this
21 Consent Decree. In any successful action to enforce this Consent Decree against Defendants,
22 Defendants shall bear Washington’s reasonable costs, including reasonable attorneys’ fees.

23 6.3 In the event that Aaron Cheung or Xiao Wei Chen no longer directly or indirectly
24 through any person or third party, own or control either Homeaglow, Inc. or ABAP Partners,
25 LLC., Messrs. Cheung and Chen shall not be responsible under this Order for any of
26 Homeaglow’ Inc.’s or ABAP Partners, LLC’s alleged violations of this Order. For avoidance of

1 doubt, this provision does not relieve Messrs. Cheung or Chen of responsibility or liability for
2 any conduct which they undertake individually or on behalf of any other entity in violation of
3 this Consent Decree.

4 6.4 Jurisdiction is retained by this Court for the purpose of enabling any party to this
5 Consent Decree to apply to the Court, to the extent permitted herein, for enforcement of
6 compliance with this Consent Decree, to punish violations thereof, or otherwise address the
7 provisions of this Consent Decree.

8 6.5 Nothing in this Consent Decree shall grant any third-party beneficiary or other
9 rights to any person who is not a party to this Consent Decree.

10 6.6 Nothing in this Consent Decree shall be construed to limit or bar any other
11 governmental entity or person from pursuing other available remedies against Defendants or any
12 other person.

13 6.7 Under no circumstances shall this Consent Decree, or the name of the State of
14 Washington, this Court, the Office of the Attorney General, the Consumer Protection Division,
15 or any of their employees or representatives be used by Defendants or any of their respective
16 owners, members, directors, successors, assigns, transferees, officers, agents, servants,
17 employees, representatives, and all other persons or entities in active concert or participation
18 with Defendants, in connection with any selling, advertising, or promotion of products or
19 services, or as an endorsement or approval of Defendants' acts, practices, or conduct of business.

20 6.8 Washington shall be permitted, upon advance written notice of twenty (20) days
21 to Defendants, to access, inspect, and/or copy business records or documents in possession,
22 custody, or under control of Defendants to monitor compliance with this Consent Decree;
23 provided that the inspection and copying shall avoid unreasonable disruption of Defendants'
24 business activities. Washington shall not disclose any information described in this
25 Paragraph 6.8 (Confidential Information) unless such disclosure is required by law. In the event
26 that Washington receives a request under the Public Records Act, subpoena, or other demand for

1 production that seeks the disclosure of Confidential Information, Washington shall notify
2 Defendants as soon as practicable and in no event more than ten (10) calendar days after
3 receiving such request and shall allow Defendants a reasonable time, not less than ten (10)
4 calendar days, from the receipt of such notice to seek a protective order relating to the
5 Confidential Information or to otherwise resolve any disputes relating to the production of the
6 Confidential Information before Washington discloses any Confidential Information. Nothing in
7 this Consent Decree shall affect State of Washington's compliance with the Public Records Act,
8 RCW 42.56.

9 6.9 To monitor compliance with this Consent Decree, Washington shall be permitted
10 to serve interrogatories pursuant to the provisions of CR 26 and CR 33 and to question
11 Defendants or any officer, director, agent, or employee of Defendants by deposition pursuant to
12 the provisions of CR 26 and CR 30 provided that Washington attempts in good faith to schedule
13 the deposition at a time convenient for the deponent and his or her legal counsel.

14 6.10 This Consent Decree in no way limits Washington from conducting any lawful
15 non-public investigation to monitor Defendants' compliance with this Consent Decree or to
16 investigate other alleged violations of the CPA, which may include but is not limited to,
17 interviewing consumers or former employees of Defendants.

18 6.11 This Consent Decree shall be binding upon and inure to the benefit of Defendants'
19 successors and assigns. Defendants and their successors and assigns shall notify the Attorney
20 General's Office at least thirty (30) days prior to any change-in-control of Defendants that would
21 change the identity of the corporate entity responsible for compliance obligations arising under
22 this Consent Decree; including, but not limited to, dissolution, assignment, sale, merger, or other
23 action that would result in the emergence of a successor corporation; the creation or dissolution
24 of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the
25 proposed filing of a bankruptcy petition; or a change in the corporate name or address. Provided,
26 however, that with respect to any proposed change in the corporation about which Defendants

1 and their successors and assigns learn less than thirty (30) days prior to the date such action is to
2 take place, Defendants and their successors and assigns shall notify the Attorney General's
3 Office as soon as is practicable after obtaining such knowledge.

4 6.12 Any notice or other communication required or permitted under this Consent
5 Decree shall be in writing and delivered to the following persons or any person subsequently
6 designated by the parties:

7 For Plaintiff:
8 Office of the Attorney General
9 Consumer Protection Division
10 Attention: Bret Finkelstein, AAG
11 800 Fifth Avenue, Suite 2000
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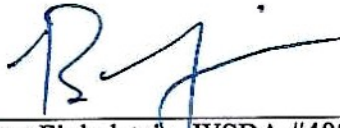
For Defendants:
Leonard Gordon
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151 West 42nd Street
New York, NY 10036
llgordon@venable.com

12 6.13 The Clerk of the Court is ordered to immediately enter the foregoing Judgment
13 and Consent Decree.

14 DONE IN OPEN COURT this ____ day of _____, 2026.

16 _____
JUDGE/COURT COMISSIONER

1 For Plaintiff State of Washington:

2 

3 5-8-2026

4 Bret Finkelstein, WSBA #48845

Date

Daniel Allen, WSBA #45036

5 Zorba Leslie, WSBA #58523

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10 For Defendants Homeaglow, Inc., ABAP Partners, LLC, Aaron Cheung, and Xiao Wei Chen:

11 

12 May 8, 2026

13 Leonard Gordon

Date

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19 *Attorneys for Defendants Homeaglow,*

20 *Inc., ABAP Partners, LLC, Aaron Cheung,*

and Xiao Wei Chen

1 Presented by:

2 NICHOLAS W. BROWN
3 Attorney General
4



5 BRET FINKELSTEIN, WSBA #48845
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Notice of Presentment Waived and
Approved as to Form by:



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**King County Superior Court
Judicial Electronic Signature Page**

Case Number: 26-2-15488-1 SEA
Case Title: STATE OF WASHINGTON VS HOMEAGLOW INC DBA ET AL
Document Title: Agreed Order
Date Signed: 05/11/2026



Judge: Karen Matson Donohue

Key/ID Number: *371306675*
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