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7 **STATE OF WASHINGTON**
8 **KING COUNTY SUPERIOR COURT**

9 In re:

10 LEXYL TECHNOLOGIES, LLC, and
11 BOOKONLINE.COM, LLC

12 Respondents.

NO. 26-2-24796-0 SEA

ASSURANCE OF
DISCONTINUANCE

13 **I. INTRODUCTION**

14 1.1 The State of Washington (State), by and through its attorneys, Nicholas W. Brown,
15 Attorney General, and Daniel Davies, Assistant Attorney General, files this Assurance of
16 Discontinuance pursuant to the Consumer Protection Act (CPA), RCW 19.86.100.

17 1.2 This Assurance of Discontinuance (hereafter AOD) resolves the State's concerns
18 that Lexyl Technologies, LLC, and Bookonline.com, LLC, engaged in unfair or deceptive acts or
19 practices under RCW 19.86.020 and violations of the Restore Online Shoppers Confidence Act
20 (ROSCA), 15 U.S.C. § 8403, with respect to sales of a refund protection service.

21 **II. INVESTIGATION**

22 2.1 The State investigated whether, from November 2023 through March 2025,
23 Respondents unfairly or deceptively added a refund protection service via a pre-checked box when
24 consumers made hotel reservations on Respondents' webpages.

25 2.2 Based on this investigation, the State alleges that Respondents added a refund
26 protection service to consumers' hotel reservations automatically via a pre-checked box when

1 reserving a hotel room using one of the following websites owned or operated by Respondents:
2 Hotel-rates.com, Room77.com, HotelGuides.com, and Bookonline.com. The pre-checked box
3 was at the bottom of the reservation webpage, after the location for a consumer to input their billing
4 information, and the pre-checked box was in light grey font. The State alleges the addition of the
5 refund protection service to the consumer's order and the ability to remove it was not clear and
6 conspicuous.

7 **III. ASSURANCE OF DISCONTINUANCE**

8 3.1 The State deems that conduct alleged in paragraphs 1.1–2.2 constitute unfair or
9 deceptive acts or practices in trade or commerce that violate RCW 19.86.020 and violate ROSCA.

10 3.2 Respondents deny they have engaged in unfair or deceptive acts or practices,
11 violated the Consumer Protection Act or violated ROSCA. Respondents cooperated fully with the
12 State and took immediate steps to remedy the State's concerns once they became known
13 to Respondents.

14 3.3 Respondents agree to not enroll any consumer in, or charge or attempt to charge, a
15 consumer through a negative option feature in Washington unless Respondents disclose clearly and
16 conspicuously all material terms of the negative option feature to the consumer before obtaining the
17 consumer's billing information. The clear and conspicuous disclosure shall be placed immediately
18 adjacent to the means of recording the consumer's express informed consent for the negative option
19 feature; and presented prior to obtaining such affirmative express consent. The consumer's express
20 informed consent shall be separate from any other consent to purchase goods or services and must
21 be documented and retained.

22 3.4 Respondents agree not to engage in the practices identified Paragraph 2.2, above,
23 and to fully comply with all requirements of the CPA

24 **IV. MONETARY PAYMENT**

25 4.1 Respondent shall pay \$754,229 in restitution to consumers who resided in
26 Washington when Respondents added the refund protection service to their hotel reservation

1 automatically and consumers who had the refund protection service added to their Washington hotel
2 reservation automatically (collectively, the “Washington Consumers.”)

3 4.2 Respondents shall provide the restitution to Washington Consumers according to
4 the process detailed in this section. Within 90 days from the entry of this AOD, Respondents shall
5 begin transmitting a full refund of the refund protection service fee by check to each Washington
6 Consumer. Those Washington Consumers who have previously received a full refund or full
7 chargeback are not entitled to an additional refund. Those Washington consumers who have
8 previously received a partial refund or partial chargeback shall be entitled to a refund check that
9 includes a reduction in the amount of any previous partial refund or chargeback. All refund checks
10 made pursuant to this Assurance shall expire no earlier than 90 days after the date of issue.

11 4.3 Each refund check should be made payable to Washington Consumers at their last
12 known billing address on file with Respondents. A cover letter will accompany all refund checks.
13 The envelope containing the cover letter and refund check shall clearly and conspicuously contain
14 the language “IMPORTANT NOTICE REGARDING REFUND.” The cover letter shall include
15 the language identified in Exhibit A to this AOD.

16 4.4 If any refund checks issued pursuant to this section are returned to Respondents or
17 their designees, or the checks are not cashed before they become invalid or expire, no later than one
18 year after the entry of this AOD, an amount equal to the sum of all uncashed or expired checks shall
19 be paid to the Attorney General. Any additional residual funds from the \$754,229 restitution amount
20 identified in paragraph 4.1 and 4.2 shall also be paid to the Attorney General. Any payments made
21 pursuant to this Paragraph shall be payable to: “State of Washington Attorney General’s Office,”
22 and delivered to the Office of the Attorney General, Attention: Margaret Farmer, Consumer
23 Protection Division, 800 Fifth Avenue, Suite 2000, Seattle, Washington, 98104-3188. The Attorney
24 General of Washington shall use the funds for future monitoring and enforcement of this AOD,
25 future enforcement of RCW 19.86, or for any lawful purpose in the discharge of the Attorney
26

1 General's duties at the sole discretion of the Attorney General. No part of this payment shall be
2 designated as a civil penalty, fine and/or forfeiture.

3 4.5 Within one year from the entry of this AOD, Respondents shall provide a report to
4 the Washington Attorney General's Office, identifying all Washington Consumers who received
5 refunds, the amount of each refund, the addresses to which the refund checks were sent, and
6 designating whether or not the consumer cashed the refund check. This report shall also identify
7 (i) the total value of all checks issued to Washington Consumers, (ii), the total value of all checks
8 successfully cashed by Washington Consumers, and the total amount, if any, paid to the Attorney
9 General under Paragraph 4.4.

10 4.6 Respondents shall be responsible for all expenses incurred in the creation, printing,
11 and mailing of the cover letters and refund checks referenced herein. These costs shall have no
12 effect on and will not reduce the amount of restitution received by the consumers and/or any
13 unclaimed funds received by the Washington Attorney General's Office. Respondents may, but are
14 not obligated to, retain at their own expense a qualified third-party contractor to assist with the
15 obligations set forth in this Assurance.

16 4.7 At any time prior to Respondents' submission of funds under Paragraph 4.4 if any,
17 if an intended recipient of an unclaimed or expired refund check contacts Respondents and requests
18 that a check be sent to an address other than the one on file with Respondents, Respondents shall
19 reissue the check and send it to the address provided by the consumer.

20 4.8 In addition to the restitution identified in paragraph 4.1, within 30 days of entry of
21 this AOD, Respondents shall pay \$300,000 to the Attorney General of Washington. The Attorney
22 General shall use the payment for costs and reasonable attorney's fees incurred by the State in
23 pursuing this matter, for monitoring and potential enforcement of this AOD, for future enforcement
24 of the CPA, or for any lawful purpose in the discharge of the Attorneys General's duties at the sole
25 discretion of the Attorney General.
26

4.9 Payments referenced in paragraphs 4.1 through 4.8 shall be made by wire transfer or valid check payable to “State of Washington Attorney General’s Office,” delivered to the Office of the Attorney General, Attention: Margaret Farmer, Consumer Protection Division, 800 Fifth Avenue, Suite 2000, Seattle, Washington, 98104-3188.

4.10 Respondents' failure to timely make payments as required by this AOD by the date of entry of this AOD, without written agreement by the State, shall be a material breach of this AOD.

V. RELEASE OF CLAIMS

5.1 By its execution of this AOD, the State releases Respondents from all civil claims, causes of action, damages, restitution, fines, costs, and penalties under the CPA and ROSCA arising from or related to the conduct and/or practices referenced in this AOD.

5.2 In the event that Respondent violates this AOD, this release of claims becomes void, and nothing shall prevent the State from enforcing the CPA and seeking permanent injunctive relief and recovery of costs, restitution, and civil penalties against Respondent for any conduct covered by this AOD prior to and after its execution by the parties.

VI. GENERAL TERMS

6.1 Nothing in this AOD shall relieve Respondents of their obligation to comply with all applicable State of Washington laws and federal laws and regulations.

6.2 This AOD may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same agreement.

6.3 The Parties agree that this AOD, including any issues related to interpretation or enforcement, shall be governed by the laws of the State of Washington.

6.4 The failure of a party to exercise any rights under this AOD shall not be deemed to be a waiver of any right or any future rights.

6.5 Nothing in this AOD shall be construed to limit the power or authority of the State of Washington or the Attorney General except as expressly set forth herein.

1 APPROVED on this ____ day of ____.

2
3 JUDGE/COURT COMMISSIONER

4 Presented by:

5 Agreed to and approved for entry by:

6 NICHOLAS W. BROWN
7 Attorney General

8 s/Daniel Davies

9 DANIEL DAVIES, WSBA #41793
10 Assistant Attorney General
11 Consumer Protection Division
12 800 Fifth Avenue, Suite 2000
13 Seattle, WA 98104
14 206-464-7744
15 Daniel.Davies@atg.wa.gov
16 Attorneys for the State of Washington

Brian T. Moran

17 BRIAN T. MORAN, WSBA #17794
18 Orrick Herrington & Sutcliffe LLP
19 401 Union St #3300
20 Seattle, WA 98101
21 Brian.Moran@orrick.com
22 Attorney for Lexyl Technologies, LLC
23 Attorney for Bookonline.com, LLC.

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Brian Moran
Orrick Herrington & Sutcliffe LLP
401 Union St #3300
Seattle, WA 98101
Brian.moran@orrick.com

☐ Legal Messenger
☐ First-Class Mail, Postage Prepaid
☐ Certified Mail, Receipt Requested
☐ County E-Service
☒ E-mail

DATED this 31st day of July, 2026, at Seattle, Washington.

s/ Daniel Davies
 DANIEL DAVIES, WSBA #41793
 Assistant Attorney General

APPENDIX A



Nick Brown

ATTORNEY GENERAL OF WASHINGTON

Consumer Protection Division

800 Fifth Avenue • Suite 2000 • MS TB 14 • Seattle WA 98104-3188

206-464-7744

[Date]

Re: Your Restitution Check is Enclosed

Dear [Consumer Name]:

The Attorney General's Office investigated Lexyl Technologies, LLC, and Bookonline.com for violations of Washington's Consumer Protection Act. Our investigation focused on the companies adding a refund protection service to consumers' hotel reservations using an inconspicuous pre-checked box when using the following websites: Hotel-rates.com, Room77.com, HotelGuides.com, and Bookonline.com.

As a result of the Attorney General's Office's investigation, Lexyl Technologies and Bookonline.com changed their website to remove the pre-checked box and agreed to provide refunds to certain consumers who resided in Washington or booked Washington hotel reservations. You are receiving the enclosed check because Lexyl Technologies and/or Bookonline.com's data indicates that they charged you for a refund protection service via a pre-checked box when making hotel reservations.

If you have questions about this case, please contact me at daniel.davies@atg.wa.gov, 206-254-0559. If you have other consumer issues, please contact the Consumer Protection Division at 1-800-551-4636, or file a complaint online at www.atg.wa.gov/file-complaint.

Sincerely,

Daniel Davies
Assistant Attorney General

Enclosure - Check