

At a Special Term of the Supreme Court of the State of New York, held in and for the County of Onondaga, at the Courthouse in the City of Syracuse on the \_\_\_ day of February, 2010.

PRESENT: HON. \_\_\_\_\_  
Justice Presiding

STATE OF NEW YORK  
SUPREME COURT: COUNTY OF ONONDAGA

PEOPLE OF THE STATE OF NEW YORK BY  
ANDREW M. CUOMO, ATTORNEY GENERAL OF  
THE STATE OF NEW YORK,

Petitioner,

-against-

HAROLD J. THORPE III a/k/a BUD THORPE,  
individually and d/b/a LIMELIGHT STUDIOS and  
LIMELIGHT STUDIOS PHOTOGRAPHY,

Respondent.

NOTICE OF  
PETITION

Index # 2010-0480

RJI #

33-10-0275

PLEASE TAKE NOTICE that upon the Verified Petition, verified January 25, 2010,

Petitioner, the People of the State of New York, by Attorney General Andrew M. Cuomo, will

move this Court at the County Courthouse, 401 Montgomery Street, Syracuse, New York, on the

10th day of ~~February~~ MARCH, 2010, at 10:00 a.m. for an Order and Judgment:

WHEREFORE, Petitioner requests that the Court grant relief against Respondent pursuant to Executive Law § 63(12) and Article 22-A of the General Business Law ("GBL") by an Order and Judgment as follows:

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1. Permanently enjoining Respondent from engaging in any deceptive, fraudulent or illegal business acts or practices alleged in the petition in violation of Executive Law § 63(12), and GBL Article 22-A, namely, failing to satisfy consumer service contracts or deliver ordered proofs, photographs, wedding albums, and DVDs; failing to promptly respond to consumer complaints; and failing to provide remedies and refunds to entitled consumers;

2. Permanently enjoining Respondent from directly or indirectly entering into new wedding photography contracts with consumers, including but not limited to taking photographs, developing photographs, or preparing photo albums, until such time that he fully completes all currently outstanding wedding photography contracts;

3. Requiring that Respondent timely complete outstanding photography contracts pursuant to a court-ordered schedule;

4. Requiring that Respondent deposit all payments received prior to completion of a wedding photography contract into a business escrow account;

5. Ordering that Respondent provide consumers, within twenty (20) days of any missed deadline, with the digital photographs and/or negatives of their weddings, with written relinquishment of ownership interests and copyrights for these photographs;

6. Requiring that Respondent pay restitution, including appropriate interest on the principal amount thereof at the rate of 9% per annum, in an amount equivalent to the value of the contracted for services that were not performed or received, to any consumer, known or unknown, for whom he fails to complete a photography contract;

7. Directing Respondent to pay a civil penalty in the sum of \$5,000.00 for each violation of Article 22-A of the GBL, pursuant to GBL § 350-d;

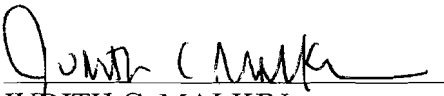
8. Awarding Petitioner costs and disbursements, together with an additional allowance of \$2,000.00 pursuant to New York's Civil Practice Laws and Rules § 8303(a)(6); and

9. Granting Petitioner such other and further relief as the Court deems just and proper.

PLEASE TAKE FURTHER NOTICE, that answering affidavits, if any, shall be served on Petitioner at the address below seven (7) days prior to the return date pursuant to CPLR 403(b).

DATED: January 25, 2010  
Syracuse, New York

ANDREW M. CUOMO  
Attorney General of the State of New York  
Attorney for Petitioner  
615 Erie Blvd. W., Suite 102  
Syracuse, New York 13204-2465

  
By: JUDITH C. MALKIN  
Assistant Attorney General  
Telephone (315) 448-4848

TO: Harold J. Thorpe III a/k/a Bud Thorpe  
Limelight Studios  
216 Syracuse Avenue  
Oswego, New York 13126

STATE OF NEW YORK  
SUPREME COURT: COUNTY OF ONONDAGA

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PEOPLE OF THE STATE OF NEW YORK BY  
ANDREW M. CUOMO, ATTORNEY GENERAL OF  
THE STATE OF NEW YORK,

Petitioner,

-against-

HAROLD J. THORPE III a/k/a BUD THORPE,  
individually and d/b/a LIMELIGHT STUDIOS and  
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**VERIFIED PETITION**

Index #

RJI #

The People of the State of New York, by its attorney, Andrew M. Cuomo, Attorney General of the State of New York, allege the following upon information and belief:

**INTRODUCTION**

1. Petitioner brings this summary proceeding to enjoin Respondent from engaging in deceptive, fraudulent and illegal practices. Petitioner also seeks restitution and damages for individuals victimized by these unlawful practices, civil penalties pursuant to General Business Law (“GBL”) Article 22-A and costs, as authorized by CPLR § 8303(a)(6), to be paid to the State of New York.

**PARTIES AND JURISDICTION**

2. Petitioner is the People of the State of New York by their attorney Andrew M. Cuomo, Attorney General of the State of New York.

3. Harold J. Thorpe a/k/a Bud Thorpe [hereinafter “Respondent”] is an individual who resides and conducts business at 216 Syracuse Avenue, Oswego, New York, 13126.

Respondent owns and operates said business under the names “Limelight Studios” and “Limelight Studios Photography.”

4. Since at least 1993, Respondent has conducted a photography business in Central New York, primarily in the counties of Oswego and Onondaga. On or about August 17, 1993, Respondent filed a certificate of conducting business with the Office of the Oswego County Clerk under the assumed name of “Limelight Studios,” located at 216 Syracuse Avenue, Oswego, New York, 13126. As a photographer, Respondent has over time contracted with numerous consumers to take bridal portraits and wedding photographs and to deliver proofs, portraits and to consumers. Respondent has contracted with consumers to film their weddings and receptions and provide print and on-line proofs, photographs, albums and digital video discs (DVDs) of their weddings and receptions.

5. This Court has jurisdiction pursuant to Executive Law § 63(12) under which Petitioner is empowered to commence a civil proceeding pursuant to CPLR Article 4 to seek injunctive relief, restitution, damages and costs when a person or business entity engages in repeated fraudulent or illegal acts or persistent fraud or illegality in the carrying on, conducting or transacting of business. This Court also has jurisdiction pursuant to GBL Article 22-A, § 349 which authorizes the Attorney General to seek injunctive relief, restitution, damages, costs and civil penalties when a person or business engages in deceptive business practices.

6. Petitioner has timely served Respondent with pre-litigation notice pursuant to GBL §§ 349(c) and 350-c.

### **FACTS**

7. Since at least 1993, Respondent has contracted with numerous couples in Central New York to photograph and film their weddings and to prepare bridal portraits, on-line and

print photographs, wedding albums and DVDs.

8. Upon information and belief, many customers learned of Respondent's business by accessing his website [www.limelightstudios.com](http://www.limelightstudios.com).<sup>1</sup> On this website, Respondent promoted "Creative, Candid, and Unique Wedding and Event Photography." Respondent also solicited business by placing advertisements in wedding guides, by attending bridal shows and from customer referrals. Respondent promises customers quality and timely workmanship.

9. Consumers who contracted with Respondent for photography services were required to execute a Photography Contract and pay a \$500 non-refundable deposit on acceptance of the contract. The contract required that the balance of the contract price be paid in full ten working days prior to the event and that no part of the order will be delivered until the balance is paid in full.

10. Respondent's photography contracts did not identify the length of time for consumers to receive printed proofs, on-line proofs, wedding albums or DVDs, although Respondent routinely informed consumers orally when proofs would be available, with a range of dates varying from a few weeks to six to eight weeks.

11. Consumers could review their wedding proofs, either in printed form or on-line at [www.weddingproofs.com](http://www.weddingproofs.com), depending on the terms of their contracts. From their proofs, consumers placed orders to select their choices of photographs for the production of individual portraits and wedding albums.

12. In the course and conduct of his business, Respondent repeatedly and persistently failed to timely provide customers with on-line and/or printed proofs. In many instances, Respondent did not provide customers with their on-line proofs until several months after the

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<sup>1</sup> This website is not currently accessible.

wedding. In other instances, Respondent never produced either the proofs or photographs for inspection by the bride and groom.

13. However, even when Respondent did produce on-line proofs and print photographs for inspection, he repeatedly and persistently failed to deliver the final product to the consumers.

14. When consumers attempted to contact Respondent to complain about his failure to honor his contracts, or to request that he produce proofs and wedding photographs, Respondent failed to return their telephone calls, respond to their written inquiries, satisfy orders, or make prompt refunds.

15. As a result of Respondent's fraudulent, deceptive, and illegal practices, consumers have suffered, and will continue to suffer substantial and irreparable financial loss and emotional harm.

**FIRST CAUSE OF ACTION**  
**PURSUANT TO EXECUTIVE LAW § 63(12)**  
**FRAUD**

16. As set forth above, Respondent has repeatedly and persistently engaged in fraud and illegality in the course and conduct of his photography business.

17. Respondent's conduct constitutes repeated and persistent fraudulent conduct in violation of Executive Law § 63(12).

**SECOND CAUSE OF ACTION**  
**PURSUANT TO EXECUTIVE LAW §63(12)**  
**VIOLATION OF GENERAL BUSINESS LAW ARTICLE 22-A, § 349**

18. GBL Article 22-A, § 349 declares unlawful any deceptive acts or practices in the conduct of any business, trade or commerce.

19. As set forth above, Respondent engaged in repeated and persistent deceptive acts

and practices in violation of GBL Article 22-A, § 349.

20. Respondent's conduct constitutes repeated and persistent and illegality in violation of Executive Law § 63(12).

WHEREFORE, Petitioner requests that the Court grant relief against Respondent pursuant to Executive Law § 63(12) and Article 22-A of the General Business Law by an Order and Judgment as follows:

1. Permanently enjoining Respondent from engaging in any deceptive, fraudulent or illegal business acts or practices alleged in the petition in violation of Executive Law § 63(12), and GBL Article 22-A, namely, failing to satisfy consumer service contracts or deliver ordered proofs, photographs, wedding albums, and DVDs, failing to promptly respond to consumer complaints, and failing to provide remedies and refunds to entitled consumers;

2. Permanently enjoining Respondent from directly or indirectly entering into new wedding photography contracts with consumers, including but not limited to taking photographs, developing photographs, or preparing photo albums, until such time that he fully completes all currently outstanding wedding photography contracts;

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5. Requiring that Respondent deposit all payments received prior to completion of a wedding photography contract into a business escrow account;

6. Requiring that Respondent pay restitution, including appropriate interest on the

principal amount thereof at the rate of 9% per annum, in an amount equivalent to the value of the contracted for services that were not performed or received, to any consumer, known or unknown, for whom he fails to complete a photography contract;

7. Directing Respondent to pay a civil penalty in the sum of \$5,000.00 for each violation of Article 22-A of the GBL, pursuant to GBL § 350-d;

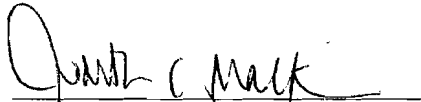
8. Awarding Petitioner costs and disbursements plus an additional allowance of \$2,000.00 pursuant to New York's Civil Practice Laws and Rules § 8303(a)(6); and

9. Granting Petitioner such other and further relief as the Court deems just and proper.

DATED: Syracuse, New York  
January 25 2010

ANDREW M. CUOMO  
Attorney General of the  
State of New York  
Attorney for Petitioner

By:

  
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