

At an All Purpose Term of the Supreme Court of the State of New York, in and for the County of Onondaga, at the Onondaga County Courthouse, Syracuse, New York, on the 21st day of April, 2010.

PRESENT: *ANTHONY J. PARIS*

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.

**CONSENT ORDER
AND JUDGMENT**

Index # 2010-0480
RJI # 33-10-0275
Hon. Anthony J. Paris

Petitioner, having moved this court for an Order and Judgment pursuant to Executive Law § 63(12) and Article 22-A of the General Business Law (“GBL”) enjoining Respondent from engaging in the fraudulent, deceptive and illegal acts and practices alleged in the Verified Petition, and granting restitution, damages, civil penalties and costs;

UPON reading and filing the Verified Petition, dated January 25, 2010, and the Stipulation, Acknowledgment and Consent annexed hereto, dated April 15, 2010, in which Respondent consents to the entry of this Consent Order and Judgment (hereafter “Consent Order”) and waives notice of entry thereof;

NOW, on motion of Andrew M. Cuomo, Attorney General of the State of New York, attorney for Petitioner, it is hereby:

CLERK OF SUPREME COURT COUNTY OF ONONDAGA

PARTY SUBJECT TO CONSENT ORDER

ORDERED, ADJUDGED AND DECREED that:

1. This Consent Order shall extend to Harold J. Thorpe III, a/k/a Bud Thorpe, individually and d/b/a Limelight Studios and Limelight Studios Photography, his agents, servants, employees, successors, heirs and assigns, or any other person under his direction and control, whether acting individually or in concert with others, or through any corporate or other entity or device through which he may now or hereafter act or conduct business (hereafter “Respondent”); and it is further

INJUNCTIVE RELIEF

ORDERED, ADJUDGED AND DECREED that:

2. Respondent is permanently enjoined 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.

3. Respondent is permanently enjoined from directly or indirectly entering into new 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 pursuant to the schedule annexed hereto as Exhibit A.

4. Respondent shall deposit payments received prior to completion of photography contracts into a business escrow account.

5. Respondent shall provide reprints and/or enlargements to the consumers identified

in Exhibit A within twenty (20) days of the date of receipt of reprint and/or enlargement orders that identify specific image numbers. To obtain image numbers, consumers may view their on-line proofs at www.weddingprints.com. If the viewing time for the event has expired, Respondent shall ensure that the proofs are re-posted at no expense to the consumer. Events shall be re-posted within ten (10) days of entry of this Consent Order. Respondent shall ensure that the on-line proofs are available for a six (6) month period after re-posting.

6. Respondent shall produce wedding albums for any consumer identified in Exhibit A who had been previously unable to place their album orders due to their inability to reach Respondent, within ninety (90) days of receipt of the order identifying the image numbers to be bound. If the viewing time for the event proofs has expired, Respondent shall ensure that the proofs are re-posted on www.weddingprints.com at no cost to the consumer. Events shall be re-posted within ten (10) days of entry of this Consent Order. Respondent shall ensure that the proofs are available for a six (6) month period after re-posting.

7. If Respondent's company website, www.limelightstudios.com, is not available, consumers may place their reprint and enlargement orders by telephone or mail. Respondent shall confirm receipt of all telephone messages or orders placed by mail and provide the consumer with an itemized invoice.

8. If Respondent fails to timely complete any of the photography contracts as set forth in Exhibit A, Respondent shall:

- a) within twenty (20) days of the missed completion date, provide the affected consumers with any and all digital photographs and/or negatives of their weddings, with written relinquishment of his ownership interests and copyrights for these photographs, thereby providing these consumers

with the ability to contract independently for the production of photographs and albums; and

- b) be liable for restitution in an amount equivalent to the value of the contracted for services that were not performed or received.

9. Consumers who have not already pre-paid for photography orders shall deliver their payment check to the law office of Amdursky, Pelky, Fennell and Wallen, P.C., attn: Joseph E. Wallen III, Esq., 26 East Oneida Street, Oswego, New York. All consumer payments shall be held in the escrow account of Respondent's attorney, Joseph E. Wallen III, Esq. until consumer orders are completed and delivered. If Respondent fails to produce the customer's order during the time periods specified in paragraphs 5 - 6, *supra*, the pre-payment money shall be returned to the consumer and Respondent shall, within twenty (20) days of the missed completion date, provide the consumer any and all digital photographs and/or negatives of the photographs, and written relinquishment of his ownership interests and copyrights for those photographs, thereby providing these consumers with the ability to contract independently for the production of photographs and/or albums.

10. Respondent, through his attorney, Joseph E. Wallen, III, Esq., shall provide the Office of the Attorney General with a monthly statement of Respondent's escrow account activity, including but not limited to: consumer name, date and amount of payment, date order completed, date money released to Respondent, and/or date money returned to consumer. If Respondent or his attorney fails to comply with the reporting requirements, the Attorney General may return to Court for a modification of the escrow requirements.

11. If the Attorney General receives any additional complaints after April 9, 2010 and/or within one hundred twenty (120) days of entry of this Consent Order, the Attorney

General shall mail Respondent a copy of the complaint. Respondent shall have ten (10) days to respond to the complaint or to submit written objections. Thereafter, the Attorney General shall determine a reasonable period of time for Respondent to be obligated to complete the photography contract, and notify Respondent by mail of the completion date. If Respondent fails to complete the contract by the date set by the Attorney General, Respondent shall:

- a) within twenty (20) days of the missed completion date, provide affected consumers with any and all digital photographs and/or negatives and written relinquishment of his ownership interests and copyrights for these photographs, thereby providing these consumers with the ability to contract independently for the production of photographs and albums, and
- b) be liable for restitution in an amount equivalent to the value of the contracted for services that were pre-paid, but not performed or received.

12. Respondent shall immediately notify the Attorney General's Office in writing of any production delays beyond his control that would result in a failure to meet the completion and delivery dates set forth in Exhibit A. Respondent shall provide documentation substantiating the reason for the delay and may request that the Attorney General grant an extension of the completion date. The Attorney General, in his sole discretion, may extend a completion deadline. If a deadline is extended, the Attorney General shall provide Respondent with written notice of the new completion date, and paragraphs 5 - 7 above, shall be applicable.

RESTITUTION

13. Respondent shall deliver to the Office of the Attorney General a certified check in the sum of \$500.00 within twenty (20) days of entry of this Order, said money constituting full restitution for Nathaniel Rowe, who paid a deposit but canceled his photography contract

because he was unable to contact Respondent prior to his wedding.

14. Restitution awarded pursuant to paragraphs 7(b) and 11(b), above shall be administered as set forth in paragraph 15, below.

15. The Attorney General shall evaluate each claim for restitution, calculate the amount of restitution, if any, and then notify Respondent of the amount proposed and provide Respondent with the supporting documentation by mail. Respondent shall submit any written objections to the Attorney General concerning each claim. If Respondent does not object in writing to the proposed restitution calculated by the Attorney General within twenty (20) days of the date of the Attorney General's written notice, the proposed restitution shall be the amount to be paid to the consumer within twenty-five (25) days of the Attorney General's written notice. If Respondent objects in writing within twenty (20) days of the Attorney General's written notice, Respondent and the Attorney General shall attempt to agree on the amount of the refund to which the consumer is entitled. If Respondent and the Attorney General cannot agree on the amount of restitution within twenty (20) days of receiving Respondent's written objections, the Attorney General shall be the final arbiter and shall notify Respondent of the restitution amount which shall be paid within ten (10) days; and it is further

COSTS & PENALTIES

ORDERED, ADJUDGED AND DECREED that:

16. Respondent shall pay to the State of New York a civil penalty in the sum of \$2,000.00 pursuant to General Business Law Article 22-A within sixty (60) days of the entry of this Consent Order;

17. Respondent shall pay to the State of New York statutory costs in the amount of \$2,000.00 pursuant to CPLR § 8303(a)(6) within sixty (60) days of the entry of this Consent

Order.

PAYMENT OF RESTITUTION, PENALTIES AND COSTS

18. Upon execution of the annexed Stipulation and Consent, Respondent shall pay an initial sum \$375.00 to the Attorney General toward restitution, costs and penalties. Thereafter, Respondent shall make monthly payments of \$375, payable the first Friday of every month, until the balance of restitution and costs owed pursuant to the paragraphs 7(b), 11(b), and 13 - 17 are paid in full. The Attorney General will in turn, as appropriate, distribute those funds to consumers entitled to restitution under the provisions of this Consent Order and Judgment.

19. Payments for restitution, penalties and costs shall be made by certified check or check drawn from an attorney escrow account payable to the New York State Attorney General's Office and shall be delivered to the Attorney General of the State of New York, in care of Judith C. Malkin, Assistant Attorney General, 615 Erie Boulevard West, Suite 104, Syracuse, New York 13204. The Attorney General shall in his sole discretion distribute restitution to consumers.

ENFORCEMENT

ORDERED, ADJUDGED AND DECREED that:

20. Failure to comply with any provision of this Consent Order shall be considered a violation of this Consent Order. Upon application by the Attorney General, on twenty (20) days notice, showing that Respondent has violated the provisions of this Consent Order failing to pay any of the amounts due as restitution, penalties and costs pursuant to paragraphs 7(b), 11(b), and 13 -17, the Court shall enter a money judgment in the amount of the unpaid balance due under paragraphs 7(b), 11(b), and 13 -17, above against Respondent and the Attorney General shall have execution thereof. In addition, the Attorney General may upon application with twenty (20)

days notice take any and all other steps available to him, including contempt to enforce this Consent Order. In addition to the entry of a money judgment or a finding of contempt, the Court shall enter an Order permanently enjoining Respondent from contracting with consumers to perform photography services in and from the State of New York;

21. In any application by Petitioner pursuant to paragraph 20 above, the Attorney General may request an allowance for costs under CPLR §§ 8303(a)(6) and 8303(b); and it is further

COMPLIANCE

ORDERED, ADJUDGED AND DECREED that:

22. Respondent shall submit to the Attorney General no later than sixty (60) days following the execution of this Consent Order, a sworn statement, certifying that the provisions of the Consent Order have been satisfied and setting forth the manner and extent of his compliance, together with exhibits and supporting documentation; and it is further

PRIVATE RIGHT OF ACTION

ORDERED, ADJUDGED AND DECREED that:

23. Nothing in this Consent Order shall be construed to deprive any person of any right or remedy to pursue a private action against respondent; and it is further

NOTICES AND CHANGE OF ADDRESS

ORDERED, ADJUDGED AND DECREED that:

24. Any notices, statements or other written documents required by this Consent Order shall be provided by first-class mail to the intended recipient at the addresses set forth below, unless a different address is specified in writing by the party changing such address:

For the Petitioner, the People of the State of New York, to

ANDREW M. CUOMO
Attorney General of the State of New York
Consumer Frauds and Protection Bureau
615 Erie Boulevard, West, Suite 104
Syracuse, New York 13204

For the Respondent, to

JOSEPH E. WALLEN, ESQ.
Amdursky, Pelky, Fennell & Wallen, P.C.
Attorneys at Law
26 East Oneida Street
Oswego, New York 13126

Such notices, statements and documents shall be deemed to have been given upon mailing.

25. The Respondent shall provide written notice to the Attorney General of any change in address within ten days of such change; and it is further

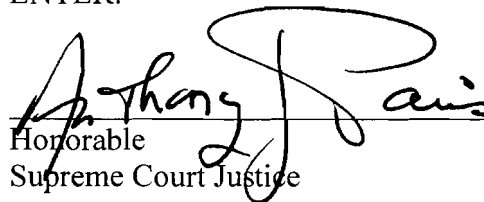
CONTINUING JURISDICTION

ORDERED, ADJUDGED AND DECREED that:

26. The New York State Supreme Court shall retain jurisdiction of this action for the purpose of carrying out or modifying the terms of this Consent Order, or granting such further relief as the Court deems just and proper.

Dated: Syracuse, New York
April 21, 2010

ENTER:


Honorable
Supreme Court Justice

SUPREME COURT OF THE STATE OF NEW YORK
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.

**STIPULATION
ACKNOWLEDGMENT
AND CONSENT**

Index # 2010-0480

RJI # 33-10-0275

Hon. Anthony J. Paris

IT IS HEREBY ACKNOWLEDGED, STIPULATED, CONSENTED TO AND AGREED, by and between Petitioner, the People of the State of New York, by their attorney, Andrew M. Cuomo, Attorney General of the State of New York, and Respondent, Harold J. Thorpe III a/k/a Bud Thorpe, individually and d/b/a Limelight Studios and Limelight Studios Photography, as follows:

1. Respondent has entered into this stipulation for the purpose of settling the above entitled proceeding voluntarily and with full knowledge and understanding of the terms of the Consent Order and Judgment.
2. Entry into this Consent Order and Judgment by the Attorney General shall not be deemed approval by the Attorney General of any of Respondent's business practices and Respondent shall not make any representations to the contrary.
3. Entry into this Consent Order and Judgment shall not limit, constrain, or restrict the Attorney General from bringing, using or seeking any other enforcement action or remedy allowed by law against Respondent.

4. No inducements or agreements of any nature have been made by the Attorney General to induce the Respondent to enter in to this Stipulation and the Consent Order and Judgment.

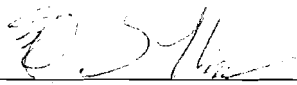
5. Respondent acknowledges receipt of the Consent Order and Judgment and Exhibit A and consents to it being "So Ordered" and entered without further notice.

6. Respondent acknowledges receipt of the petition in this proceeding, consents to the jurisdiction of this Court, and waives his rights to answer or contest the allegations in this petition, other than expressly ordered in the Consent Order and Judgment.

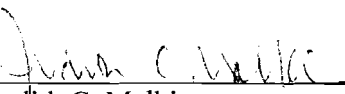
7. Respondent agrees to pay restitution, penalties and costs pursuant to the terms of the Consent Order.

8. The Stipulation and the Consent Order and Judgment shall be deemed binding upon Harold J. Thorpe III a/k/a Bud Thorpe, individually and d/b/a Limelight Studios and Limelight Studios Photography, and his agents, servants, employees, successors, heirs and assigns, or any other person under his direction and control, whether acting individually or in concert with others, or through any corporate or other entity or device through which he may now or hereafter act or conduct business.

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

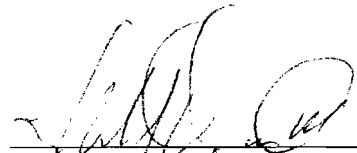
By: 
Ed J. Thompson
Assistant Attorney General in Charge
Syracuse Regional Office

Date: 4-15-10

By: 
Judith C. Malkin
Assistant Attorney General
Syracuse Regional Office

Date: 4-15-10

By:

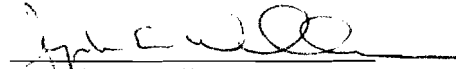


Harold J. Thorpe III a/k/a Bud Thorpe,
individually and d/b/a Limelight Studios
and Limelight Studios Photography

Date:

April 13, 2010

By:



Joseph E. Wallen, Esq.
Amdursky, Pelky, Fennell & Wallen, P.C.
Attorneys at Law
26 East Oneida Street
Oswego, New York 13126

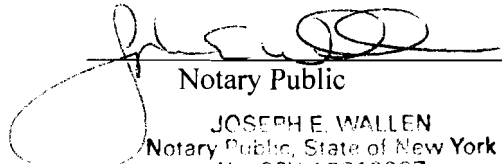
Date:

April 13, 2010

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF ONONDAGA)

On this 13th day of January 2010, before me came Harold J. Thorpe III a/k/a Bud Thorpe, individually and d/b/a Limelight Studios and Limelight Studios Photography, to me known, who, being duly sworn did depose and say that he resides at 216 Syracuse Avenue Oswego, New York 13126, and that he signed his name to the attached Stipulation, Acknowledgment and Consent, intending to be bound thereby.



Notary Public
JOSEPH E. WALLEN
Notary Public, State of New York
No. 021545019987
Qualified in Oswego County
Commission Expires Nov. 1, ~~10~~ 2013

Exhibit A

Consumer Name	Contract Completion and Delivery Dates
David Cooper	<ul style="list-style-type: none"> • Production of DVD to the Attorney General's Office within 14 days of entry of this COJ, with the Attorney General to forward to consumer.
Maria Corea	<ul style="list-style-type: none"> • Production of disc of proofs within 14 days of entry of this COJ; • Immediate posting of on-line photos for a period of 180 days; • Consumer may place order within 180 days of entry of this COJ, • Production of enlargements within 20 days of placement of order, and • Production of album within 90 days of placement of order.
Jessica Keller	<ul style="list-style-type: none"> • Respondent to provide consumer with corrected invoice within 14 days of entry of this COJ; • Consumer pre-payment to be held in attorney escrow account; and • Production of print order within 60 days of receipt of pre-payment.
Emily Noetscher	<ul style="list-style-type: none"> • Print proofs within 14 days of entry of this COJ; • Immediate posting of on-line photos for a period of 180 days; • Consumer may place album orders within 180 days of entry of this COJ; and • Production of albums within 90 days of placement of order.
Nathaniel Rowe	<ul style="list-style-type: none"> • Return of deposit within 20 days of entry of this COJ.
Melissa Baker	<ul style="list-style-type: none"> • Immediate posting of on-line photos for a period of 180 days; • Consumer to place order within 180 days of entry of this COJ, with pre-payment to be held in attorney escrow account; and • Production of reprints and/or enlargements within 20 days of placement of order and pre-payment.
Denise Bruno	<ul style="list-style-type: none"> • Immediate posting of on-line photos for a period of 180 days; • Consumer may place order within 180 days of entry of this COJ, with pre-payment to be held in attorney escrow account; and • Production of album within 90 days of placement of order and pre-payment.
Tracy Bachtta	<ul style="list-style-type: none"> • Immediate posting of on-line photos for a period of 180 days; • Consumer may place order within 180 days of entry of this COJ, with pre-payment to be held in attorney escrow account; and • Production of album within 90 days of placement of order and pre-payment.

Doren P. Norfleet	<ul style="list-style-type: none"> • Consumer may place order within 180 days of entry of this COJ identifying 5 images for reproduction; and • Production of disk within 30 days of receipt of order.
Amelia Berezein	<ul style="list-style-type: none"> • Production of album and deluxe preview album by May 15, 2010.
Melanie Grace	<ul style="list-style-type: none"> • Production of enlargements by May 15, 2010.
Kalil Kendall and Dustin Wood	<ul style="list-style-type: none"> • Immediate posting of on-line photos for a period of 180 days; and • Production of 3 print sets by May 15, 2010.
Mark Arrigo	<ul style="list-style-type: none"> • Production of album by June 1, 2010.
Joseph and Margaret Catanzaro	<ul style="list-style-type: none"> • Production of albums by June 1, 2010.
Diana and Patrick Lyons	<ul style="list-style-type: none"> • Production of album by June 1, 2010.
Dale and Cara Smith	<ul style="list-style-type: none"> • Production of album and enlargement by June 1, 2010.
Michael McAllister	<ul style="list-style-type: none"> • Production of DVDS within 14 days of entry of this COJ; and • Production of album and missing proof book pages by June 1, 2010. (Consumer to deliver original proof book to attorney Wallen's office for insertion of the missing pages)
Christine Boote	<ul style="list-style-type: none"> • Production of albums by June 15, 2010.
Molly and Robert Galini	<ul style="list-style-type: none"> • Production of album by June 15, 2010.
Patricia Kondrk	<ul style="list-style-type: none"> • Respondent to provide consumer with invoice within 14 days of entry of this COJ; • Consumer pre-payment to be held in attorney escrow account; and • Production of album by June 15, 2010
Jason Kondrk	<ul style="list-style-type: none"> • Production of proof book by June 15, 2010; and • Production of album by July 15, 2010.
Lorie Moynihan-Broedel	<ul style="list-style-type: none"> • Immediate posting of on-line photos for a period of 180 days; • Consumer may place order within 180 days of entry of this COJ, with pre-payment to be held in attorney escrow account; • Production of wallets and enlargements within 20 days of placement of order and pre-payment; and • Production of album within 90 days of placement of order and pre-payment.
Sherry Faye	<ul style="list-style-type: none"> • Production of albums and prints by June 30, 2010.
Michelle Landon	<ul style="list-style-type: none"> • Production of jpeg picture within 14 days of entry of this COJ; and

	<ul style="list-style-type: none"> • Production of album by June 30, 2010.
Dennis Myers	<ul style="list-style-type: none"> • Production of album and corrected wallets by June 30, 2010.
Erin Trombly Ide	<ul style="list-style-type: none"> • Immediate posting of on-line photos for a period of 180 days; • Consumer to place album order (maximum 48 sides as per contract) within 180 days of entry of this COJ; • Production of album, reprints and enlargement within 90 days of placement of order; and • Consumer may place additional orders within 180 days of date of entry of this COJ, with pre-payment to be held in attorney escrow account.
Amie and Bob Shutts	<ul style="list-style-type: none"> • Production of albums by June 30, 2010.
Paul Messier	<ul style="list-style-type: none"> • Production of proof book by June 30, 2010; and • Production of album by July 15, 2010.
Erin Goldman	<ul style="list-style-type: none"> • Production of albums, wallets and enlargements by July 15, 2010.
Anthony Torzon	<ul style="list-style-type: none"> • Production of album, prints and DVD by July 15, 2010.
Michael and Rebecca Spadaro	<ul style="list-style-type: none"> • Respondent to provide consumer with invoice within 14 days of entry of this COJ; • Consumer pre-payment to be held in attorney escrow account; and • Production of album within 90 days of pre-payment.
Stephanie Pettinato	<ul style="list-style-type: none"> • Within 14 days of entry of this COJ, Respondent to provide consumer with invoice for photos and proof book; • Pre-payment for photos and proof book to be held in attorney escrow account; • Production of proof book within 60 days of receipt of payment; • Consumer may place album order within 180 days of entry of this COJ, with pre-payment to be held in attorney escrow account; and • Production of album within 90 days of placement of order and pre-payment.
Natalie's School of Dance	<ul style="list-style-type: none"> • Production of student photographs within 60 days of entry of this COJ.