IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, TENNESSEE
FOR THE NINETEENTH JUDICIAL DISTRICT AT CLARKSVILLE, TENNESSEE

STATE OF TENNESSEE,	)	
Plaintiff,	)	
v.	)	
BRITLEE, INC. d/b/a The MILITARY ZONE a/k/a MILITARYZONE.COM, AND LAPTOYZ COMPUTERS AND ELECTRONICS; STUART L. JORDAN, individually and d/b/a BRITLEE, INC. and MILLENIUM FINANCE, INC.; MILLENIUM FINANCE, INC.; and ROME FINANCE COMPANY, INC.,	)	**No. 50500795** **Judge Ross Hicks**
Defendants.	)	

ORDER AGAINST DEFENDANT ROME FINANCE COMPANY, INC.

This cause came to be heard on March 23, 2007, and after reviewing the pleadings, and hearing the parties oral arguments regarding the States's "Motion to for Partial Summary Judgment against Defendant Rome Finance Company, Inc., the Court hereby finds that the State has shown that Defendant Rome Finance Company, Inc. (hereinafter referred to as "Rome") has acted in violation of Tenn. Code Ann. § 47-18-113(b).

THEREFORE, THIS COURT HEREBY HOLDS AND ORDERS the following:

1. Rome's motion for summary judgment is denied;

2. The State's motion for partial summary judgment is granted;

3. Rome shall provide copies of each and every Rome "Credit Application and

Credit Agreement" form that has been signed by a consumer in the State of Tennessee;

4. All personally identifying information contained in the Credit Applications and Credit Agreements referenced in 3 immediately above, shall be filed with the Court under seal to protect the consumers from possible identity theft;

5. Each Rome "Credit Application and Credit Agreement" that has been signed by a consumer in the State of Tennessee, after July 1, 1999, constitutes a separate violation of the TCPA, and more specifically Tenn. Code Ann. § 47-18-113(b);

6. Pursuant to Tenn. Code Ann. § 47-18-108(b)(3), Rome shall pay civil penalties to the State of $1,000 for each and every Rome "Credit Application and Credit Agreement" that contained a forum selection clause and that has been signed by a consumer in the State of Tennessee after July 1, 1999, the effective date of Tenn. Code Ann. § 47-18-108(b)(3);

7. Rome shall immediately reimburse to the State its reasonable attorneys' fees, costs and expenses associated with the investigation and prosecution of this case against Rome, as authorized by Tenn. Code Ann. § 47-18-108(b)(4); and

8. Rome is hereby permanently enjoined from including any clause in any Rome agreement or stipulation, verbal or written, restricting jurisdiction or

venue to a forum outside this state or requiring the application of the laws of another state with respect to any claim arising under or relating to the Tennessee Consumer Protection Act and related acts set forth in Title 47 of the Tennessee Code Annotated.

SO ORDERED this 23 day of March, 2007,

_____

ROSS HICKS
Circuit Court Judge
Nineteenth Judicial District at Clarksville, Tennessee

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent February 16, 2007, via United States first class mail, postage prepaid, to the following:

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