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CHERYL J. CASTLE
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CONTESTED ORDER LODGED PURSUANT TO L.R..P. 27.02

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

FILED
CHERYL J. CASTLE
CIRCUIT COURT CLERK
BY: _____
2008 FEB 15 AM 11:17

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., Defendants.	)	No. 50500795 Judge Ross Hicks

ORDER GRANTING ROME'S MOTIONS TO AMEND ORDER RESOLVING CROSS MOTIONS FOR SUMMARY JUDGMENT AND TO RECONSIDER

This cause came to be heard on November 28, 2007 upon Rome's Motion to Amend the Court's prior Orders of August 10, 2007 and August 23, 2007. After reviewing the excellent briefs, and hearing the oral arguments at both hearings, the Court is of the opinion that the Motion to Amend should be granted.

THEREFORE, THIS COURT HEREBY ORDERS and amends the previous Orders of August 10, 2007 and August 23, 2007 as follows:

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

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

3. Following the date of entry of this Order, Rome shall provide counsel for the State and file with this Honorable Court copies of each and every Rome "Credit Application and Credit Agreement" form and contract that were entered into with a "Tennessee consumer"[1] or entered into "in part or wholly within"[2] the State of Tennessee, whether they were a Tennessee consumer or not, since March 1, 2005;

4. Rome shall also, not later than January 15, 2008, provide counsel for the State and file with this Honorable Court a list of all "Credit Application and Credit Agreement" forms and contracts that were entered into with a Tennessee consumer or entered into "in part or wholly within"[3] the State of Tennessee, whether they were a Tennessee consumer or not since March 1, 2005 that have been the subject of any suit by or against Rome in any state other than Tennessee;

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

6. Each forum selection clause in a Rome "Credit Application and Credit Agreement" and contracts that were entered into with a Tennessee consumer or entered into "in part or wholly within"[4] the State of Tennessee, whether they were

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[1] See attached transcript of November 28, 2007 transcript of hearing, page 35, line 17.

[2] Tenn. Code Ann. § 47-18-102(2) and § 47-18-113(b).

[3] *Ibid.*

[4] *Ibid.*

a Tennessee consumer or not, after July 1, 1999, is void and unenforceable with respect to claims arising under the Tennessee Consumer Protection Act and related acts set forth in Title 47 of the Tennessee Code Annotated;

7. The Court will hold in abeyance until the final adjudication of this matter, the question of the award of:

   a. Restoration of any money or property to any person who has suffered any ascertainable loss by reason of the use of any act or practice declared to be unlawful pursuant to Tenn. Code Ann. § 47-18-108(b)(1);

   b. Temporary or permanent revocation of Rome's authorization to engage in business in this state Tenn. Code Ann. § 47-18-108(b)(2);

   c. Civil penalties under Pursuant to Tenn. Code Ann. § 47-18-108(b)(3), and;

   d. Reasonable attorneys' fees, costs and expenses associated with the investigation and prosecution of this case, to the State, as authorized by Tenn. Code Ann. § 47-18-108(b)(4);

8. Rome is hereby permanently enjoined and prohibited 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 that could arise under or relate to the Tennessee Consumer Protection Act and related acts set forth in Title 47 of the Tennessee Code Annotated. No bond is required pursuant to Tenn. Code Ann. § 47-18-108(a)(4);

9. Rome is hereby permanently enjoined and prohibited from using any forum

selection clause contained in any agreement or contract that is entered into with a Tennessee consumer or entered into "in part or wholly within"[5] the State of Tennessee, whether they were a Tennessee consumer or not, as a basis for obtaining or maintaining jurisdiction over such agreements in the courts of any state other than Tennessee with respect to any claim arising under or relating to the Tennessee Consumer Protection Act, T.C.A. § 47-18-101, et seq., and related acts set forth in that title;

10. This Order, to the extent expressly modified herein, supercedes this Court's prior orders of August 10, 2007 and August 23, 2007;

11. All costs associated with the State's Motion for Partial Summary Judgment, Defendant Rome's Motion for Summary Judgment and the July 24, 2007 hearing shall be taxed to Defendant Rome Finance, Inc.

SO ORDERED this 13 day of ~~January~~ February, 2008.

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

[5] *Ibid.*

APPROVED FOR ENTRY:
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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent January 14, 2008, via e-mail, fax and United States first class mail, postage prepaid, to the following:

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

3

4 STATE OF TENNESSEE,)
5 Plaintiff,)
6 vs.) No. 50500795
7)
BRITLEE, INC. d/b/A THE)
8 MILITARY ZONE a/k/a)
MILITARYZONE.COM, AND LAPTOYZ)
9 COMPUTERS AND ELECTRONICS;)
STUART L. JORDAN, INDIVIDUALLY)
10 AND d/b/a BRITLEE, INC. AND)
MILLENIUM FINANCE, INC.;)
11 MILLENIUM FINANCE, INC.; and)
ROME FINANCE COMPANY, INC.,)
12)
Defendants.)
13

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16 Transcript of the Proceedings

17 Before the Honorable Ross Hicks

18 11/28/07

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23 *Briggs & Associates*
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24 1339 Sydney Terrace
Mt. Juliet, TN 37122
25 (615) 754-4327

1 You know, if -- and I particularly want Rome
2 to understand. You know, if I determine that Rome is in
3 contempt, there are going to be some consequences for that.
4 Mr. Smith, did you --
5 MR. SMITH: Your Honor, just a point of
6 clarification, because it seems like the State And Rome
7 looked at your order differently. As I read your order, it
8 said that the forum-selection clause not just in Britlee
9 contracts, but in any contracts that involve a consumer
10 transaction, are void. And since Mr. Moore said that the
11 two that I presented to you were not Britlee contracts --
12 which is true, but they were still contract -- Rome credit
13 agreements that were signed in the state of Tennessee with
14 the forum selection clause. I wanted to make sure that your
15 order wasn't limited to just Britlee.
16 THE COURT: My order is not limited to
17 Britlee contracts. It's limited to Tennessee consumers and
18 contracts that were entered into in Tennessee, whether they
19 were a Tennessee consumer or not.
20 MR. SMITH: Thank you, sir.
21 MR. MOORE: And after March 1, 2005?
22 THE COURT: Correct.
23 MR. MOORE: And, Your Honor, we weren't
24 contending it is limited to Britlee. I recognize what the
25 statute I've quoted three or four times this morning says.