

**IN THE CHANCERY COURT OF SHELBY COUNTY, TENNESSEE
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS, TENNESSEE**

STATE OF TENNESSEE, *ex rel.*)
ROBERT E. COOPER, JR., ATTORNEY)
GENERAL AND REPORTER,)

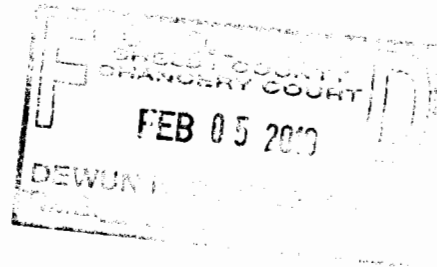
Plaintiff,)

v.)

Docket No. CH-09-2044-1

LINDA McCLUSKEY, LORRY RONZA,)
and KEVIN SHAW, individually and d/b/a)
BRITTON JAMES & ASSOCIATES, THE)
FRANKLIN GROUP OF AMERICA,)
HAMILTON CLARK INTERNATIONAL,)
THE RENAISSANCE GROUP)
INTERNATIONAL, and PROFESSIONAL)
SOLUTIONS, LLC, a Tennessee limited)
liability company,)

JURY DEMAND



Defendants.)

**FIRST AMENDED COMPLAINT OF THE STATE OF TENNESSEE FOR
INJUNCTIVE AND OTHER RELIEF**

1. This civil law enforcement action is brought in the name of the State of Tennessee, in its sovereign capacity, by and through Robert E. Cooper, Jr., Attorney General and Reporter (hereinafter “the State,” “Attorney General,” or “Plaintiff”), pursuant to Tenn. Code Ann. §§ 47-18-108(a)(1) and 47-18-114 of the Tennessee Consumer Protection Act of 1977 (“Consumer Act”), and the Attorney General’s general statutory authority set forth at Tenn. Code Ann. § 8-6-109, and the Attorney General’s common law authority.

2. Mary Clement, the Director of the Division of Consumer Affairs of the Tennessee Department of Commerce and Insurance (“Division”), has requested that the State of Tennessee, by the Attorney General, commence law enforcement proceedings against the above named Defendants for violations of the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101, *et seq.*, as well as the Tennessee Employment Agency Act, Tenn. Code Ann. § 47-18-1701, *et seq.*

3. The Director and the Attorney General have reason to believe that the Defendants have violated the Consumer Act.

4. The Director and the Attorney General also have reason to believe that this action is in the public interest.

5. Pursuant to Tenn. Code Ann. § 47-18-108(a)(2), the Division has determined that the purposes of the Tennessee Consumer Protection Act will be substantially impaired by any delay in instituting legal proceedings, and therefore has elected to institute legal proceedings without ten (10) days notice to Defendants.

The State of Tennessee alleges upon information and belief as follows:

I. GENERAL OVERVIEW

6. The Attorney General brings this civil law enforcement action against Linda McCluskey, Lorry Ronza, and Kevin Shaw, individually, and Professional Solutions, LLC, a Tennessee limited liability corporation d/b/a Continental Business Solutions, Britton James & Associates, The Franklin Group of America, Hamilton Clark International, and The Renaissance Group International, of Memphis, Tennessee (hereinafter “Defendants”) because they have both individually and collectively engaged in unfair and deceptive acts and practices. This lawsuit is

commenced based upon Defendants' deceptive, unfair and unlawful conduct in the offering and selling of "career services" such as "job placement services" to consumers for approximately \$2,900 to \$6,000 per consumer. By taking money from consumers and then failing to provide the promised and promoted "career services," or "job placement services", Defendants' have engaged in unfair and deceptive acts and practices in violation of the Tennessee Consumer Protection Act and have taken upfront fees for employment placement services in violation of the Tennessee Employment Agency Act.

II. JURISDICTION AND VENUE

7. The jurisdiction of this Court is invoked pursuant to the provisions of Tenn. Code Ann. §§ 47-18-108, 47-18-114 and 47-18-1707(a). Defendants are located in Tennessee and have promoted their "career services" and "job placement services" via the internet, via telephone, via print advertisements, and in person from and in this jurisdiction.

8. Venue is proper in Shelby County, pursuant to Tenn. Code Ann. §§ 47-18-108(a)(3) and 47-18-1707, because it is the county where the alleged unfair or deceptive acts or practices took place or are about to take place, the county in which Defendants conduct, transact or have transacted business and the county in which the individual Defendants Linda McCluskey, Lorry Ronza, and Kevin Shaw reside.

III. DEFENDANTS

9. Defendants Linda McCluskey, Lorry Ronza and Kevin Shaw sued individually are residents of Tennessee, residing in Memphis, Tennessee. Defendants personally participated in and controlled and directed the business practices of Continental Business Solutions, LLC,

Britton James & Associates, The Franklin Group of America, Hamilton Clark International, and The Renaissance Group International.

10. Defendant McCluskey can be served with process at her current place of business, 5100 Poplar Avenue, Suite 2700, Memphis, Tennessee 38137, or at her residence at 72 Harbor Common Drive, Memphis, Tennessee 38103.

11. Defendant McCluskey is the principal, owner, manager, proprietor, or otherwise controlling entity for Britton James & Associates, The Franklin Group of America, Hamilton Clark International, and The Renaissance Group International.

12. Defendant McCluskey, as an individual, directly and/or indirectly participated and engaged in the unlawful, unfair and deceptive practices set forth in this Complaint.

13. Defendant McCluskey had knowledge or should have had knowledge of the acts and practices, and had the authority to control and stop the unlawful, unfair and deceptive acts and practices and violations of law.

14. Defendant McCluskey owns and/or operates and/or operated a sole proprietorship called Britton James & Associates, headquartered at 5100 Poplar Avenue, Suite 2700, Memphis, TN 38137. Defendant McCluskey d/b/a Britton James & Associates has offered and offers for sale “career counseling.” Defendant McCluskey has personally controlled, directed and participated in the activities and operations of Britton James & Associates.

15. Defendant McCluskey owns and/or operates and/or operated a sole proprietorship called The Franklin Group of America headquartered at 5100 Poplar Avenue, Suite 2121, Memphis, Tennessee 38137. Defendant McCluskey d/b/a The Franklin Group of America has

offered and offers for sale “career counseling”. Defendant McCluskey has personally controlled, directed and participated in the activities and operations of The Franklin Group of America.

16. Defendant McCluskey owns and/or operates and/or operated a sole proprietorship called Hamilton Clark International headquartered at 5100 Poplar Avenue, Suite 2121, Memphis, Tennessee 38137. Defendant McCluskey d/b/a Hamilton Clark International has offered and offers for sale “career counseling”. Defendant McCluskey has personally controlled, directed and participated in the activities and operations of Hamilton Clark International.

17. Defendant McCluskey owns and/or operates and/or operated a sole proprietorship called The Renaissance Group International headquartered at 5100 Poplar Avenue, Suite 2121, Memphis, TN 38137. Defendant McCluskey d/b/a The Renaissance Group International has offered and offers for sale “career counseling”. Defendant McCluskey has personally controlled, directed and participated in the activities and operations of The Renaissance Group International.

18. Defendant Ronza can be served with process at her current place of business, 6055 Primacy Parkway, Suite 350, Memphis, TN 38119, or at her residence at 809 Sundown Lane, Memphis, TN 38133.

19. Defendant Ronza, is the principal and the registered owner/operator of a limited liability corporation, Professional Solutions LLC, d/b/a Continental Business Solutions, headquartered at 6055 Primacy Parkway, Suite 350, Memphis, TN 38119 and organized under the laws of the State of Tennessee. Defendant Ronza d/b/a Continental Business Solutions has offered and offers for sale “career counseling.” Defendant Ronza has personally controlled, directed and participated in the activities and operations of Continental Business Solutions.

20. Defendant Ronza directly and/or indirectly participated and engaged in the unlawful, unfair and deceptive practices set forth in this Amended Complaint.

21. Defendant Ronza had knowledge or should have had knowledge of the acts and practices set forth in this Amended Complaint and had the authority to control and stop the unlawful, unfair and deceptive acts and practices and violations of law.

22. Defendant Shaw can be served with process at his current place of business, 6055 Primacy Parkway, Suite 350, Memphis, Tennessee 38119, or at his residence at 9933 Oban Drive, Cordova, Tennessee 38016.

23. Defendant Shaw directly and/or indirectly participated and engaged in the unlawful, unfair and deceptive practices set forth in this Complaint in regards to The Franklin Group of America, Britton James & Associates, and Continental Business Solutions.

24. Defendant Shaw had knowledge or should have had knowledge of the acts and practices set forth in the Complaint, and had the authority to control and stop the unfair and deceptive acts and practices.

25. As used in this Complaint, Defendants Linda McCluskey, Lorry Ronza, and Kevin Shaw, and the respective d/b/as of Continental Business Solutions, Professional Solutions, LLC, Britton James & Associates, The Franklin Group of America, Hamilton Clark International, and The Renaissance Group International and their agents, other than those named specifically as defendants herein, shall be collectively referred to as "Defendants."

IV. FACTUAL ALLEGATIONS

The State further alleges upon information and belief as follows:

26. Defendants, individually and as a sole proprietor, partner in a general partnership, or agents of The Renaissance Group International, Hamilton Clark International, The Franklin Group of America, Britton James & Associates, and currently Continental Business Solutions, have advertised, promoted and offered services to the general public which Defendants refer to as “career development, career management, and career transition” services.

27. Defendants have operated under several aliases, surnames, trade names, or other designations since roughly the year 2004.

28. Defendants have, at one time, been the principals, controlling entities, owners, or operators of The Renaissance Group International, Hamilton Clark International, The Franklin Group of America, Britton James & Associates, and currently, Continental Business Solutions.

29. Legal action was initiated by the Office of the Attorney General of the State of Tennessee on October 6, 2009 against Defendant McCluskey, d/b/a Britton James & Associates, The Franklin Group of America, Hamilton Clark International, and The Renaissance Group International. Less than one week after this lawsuit was filed, and despite knowledge that their ongoing business practices were against state law, Defendants opened a fifth d/b/a, Continental Business Solutions, in an office less than three miles away and continued doing business using the same unfair and deceptive acts and practices.

30. In order to attract consumers to their office, Defendants advertise on the Internet, by brochures, by collecting posted resumes from the Internet and other sources, and by directly contacting individual consumers.

31. The front page of Defendants' Internet site found at <http://brittonjamesassociates.vpweb.com> advertises that “[people] will directly compete with

90% of all job seekers for fewer than 10% of the available jobs.” The front page of Defendants’ current Internet site found at <http://www.continentalbusinesssolutions.com> advertises that the company “specialize[s] in leading career change and career advancement services. . . [o]ur services go beyond traditional job search and personal career marketing programs because of our advanced technology and methods.” Another page asserts that Defendants will “[t]arget recruiters from a database of 10,000 recruiters and refine your search geographically by those who specialize in a particular industry, job titles, and income levels.”

32. The site for Britton James & Associates goes on to state that “Britton James & Associates has over 50 years of experience in training, developing, and marketing . . . We have the full time staff, resources, and expertise to provide a personalized, comprehensive program in career development, career management, and career transition.” The website for Defendant Continental Business Solutions, LLC states that “[Continental Business Solutions] offer[s] advice and strategies to help you get in the door to see the hiring decision-makers and convert the interview into an OFFER . . . Our 30 plus years of combined experience in personal career marketing is unmatched.”

33. Defendants’ advertisements on CareerBuilder.com state that “[Britton James] develops relationships with employers, venture capital firms and others.” It goes on to say that “[Britton James] provide[s] unique technology tools and other resources to assist our clients to get better interviews and entree to the hiring decision-makers.” The exact same language is repeated for Defendants’ current d/b/a Continental Business Solutions, LLC.

34. Typically, a consumer will call one of Defendants’ companies after seeing one of Defendants’ advertisements, or an agent of one of the Defendants will contact the consumer

directly after obtaining that consumer's information through resumé gathering or other comparable searches.

35. As part of the process, Defendants and/or their agents ask consumers to send a resumé to Defendants and are then asked to come into Defendants' offices.

36. Each consumer who comes to one of the offices of the Defendants has an initial sales meeting with either Defendants or an agent of Defendants.

37. If consumers, after listening the sales presentation and pitch, decide to use Defendants' "career services", they pay an upfront fee ranging from approximately \$2,900 to \$6,000. In many cases, if not all, Defendants and/or their agents fail to deliver the promised and promoted services.

38. Some consumers are told by Defendants and/or their agents that the upfront fee may be tax deductible.

39. In the consumers' initial sales meetings with Defendants and/or Defendants' agents, in advertising materials, in documents presented to the consumers, or disseminated through other means, the following representations and promises have been made to consumers:

- (a) 90% of jobs are unadvertised and Defendants can market the consumer to those 90% of employers who are seeking employees.
- (b) Defendants have contacts with decision makers in the industry, and can guarantee the consumer a salary of between \$50,000 and \$500,000.
- (c) Defendants will "induce job offers" and participate in "salary & benefits negotiations."
- (d) Defendants will provide "access to proprietary databases."

- (e) Defendants have relationships and inside connections with employers.
- (f) Defendants will get multiple job offers in 2 to 4 weeks from the date of payment of full fees.
- (g) Defendants use a “nationwide in depth business search tool that [is] charged to [Defendants] on a per seat license basis.”
- (h) Defendants do not accept just anyone as a client; they are very selective in choosing clients.
- (i) Defendants do not use traditional methods to find employment information or to assist the consumer in finding jobs; they use non traditional methods of career opportunities.
- (j) Defendants’ advisors have more than forty (40) years of experience in placing clients.
- (k) The consumer will have a job within a specific number of weeks.
- (l) The consumer is determined to have a market value in the Memphis area of up to \$95,000.

40. The unlawful, false, unfair and misleading representations described in paragraph 39(a)-(l) are unlawful and unfair and deceptive acts and practices.

41. Defendants have made unfair and deceptive representations and claims to individual consumers which were not fulfilled as promised and promoted by Defendants and/or Defendants’ agents.

42. Defendants encouraged at least one consumer to quit her current job in anticipation of Defendants finding the candidate a job within two (2) months. Sadly, the Defendants did not help this consumer find a job.

43. Based upon the sales pitch, many of the consumers firmly believed they were paying for the "contacts" that Defendants and/or their agents represented that they would supply for the individual consumers.

44. Most consumers would not have paid such a large sum of money if the Defendants did not represent or promote that they had such unique and vast connections that would be used to help the consumer find a job.

45. Many consumers unfortunately relied on the misrepresentations made by the Defendants.

46. During the months of July, August, and September of 2009 the Better Business Bureau has received three hundred fifty (350) inquiries regarding Defendants, d/b/a Britton James & Associates. As of the date of filing, there have been more than twelve (12) consumer complaints lodged with the Better Business Bureau. During the months of October, November and December of 2009, the Better Business Bureau has received one hundred (100) inquiries regarding Defendants, d/b/a Continental Business Solutions, LLC.

47. Defendants have changed the name of, opened new iterations of, or simultaneously operated two or more different versions of their company at least four times in a span of less than ten years.

48. Defendants have used the front of various companies simultaneously, at times claiming to work for one company but not the other, subsequently signing documents stating an affiliation with the disclaimed party.

49. Defendants have generated “contacts” for potential employment from one of its companies, directed at a consumer who is currently under contract with another of its companies.

50. The following consumer victim experiences exemplify Defendants and their agents’ misrepresentations and deceptive acts and practices:

- (a) Defendants and their agents represented that they could put a well-qualified consumer in contact with “key decision makers” and had “contacts” which they would put the consumer in touch with. The consumer paid Defendants \$3,980 for this service. The consumer was never provided with any contacts, and did not receive any interviews. The consumer was later contacted by a previous alias of Defendants, offering services identical to those originally sold to her. Defendants disclaimed any knowledge or affiliation with the previous alias, only to subsequently e-mail the consumer from an account with a signature line proclaiming affiliation with the aforementioned alias.
- (b) Defendants and her agents have refused to pay a Better Business Bureau arbitration award of \$3,980 to the aforementioned consumer, after submitting to the arbitration policies of the Better Business Bureau.
- (c) Defendants entered into “contingency fee” arrangements whereby the consumer was obligated to pay an up-front cost of two thousand nine

hundred eighty dollars (\$2,980) with an additional two thousand nine hundred eighty dollars (\$2,980) due upon the receipt of a new job as defined in the consumer's contract. The original *and* contingent amounts were to be paid out of pocket by the consumer. The consumer would allegedly be reimbursed should the hiring company choose to pay Defendants' contingency fee.

- (d) Defendants suggested that a consumer quit her current job in light of prospective temporary or permanent employment at a higher pay level which would be secured by Defendants. No such employment was ever located.
- (e) Defendants caused to be placed "testimonials" on the Britton James & Associates' web-site, proclaiming the valuable services provided by Britton James & Associates, when Britton James & Associates had only just come into existence. (*See* attached Exhibit 12). Defendant subsequently claimed that these "testimonials" were those of clients who had received services from one of Defendants' previous aliases.
- (f) Defendant operates a website at <http://www.continentalbusinesssolutions.com> which, on a page subtitled "Value to You," claims that Defendants can "provide[] real time hiring intelligence from companies most likely in hiring mode" and that Defendant will "target recruiters from a database of 10,000 recruiters and refine [the customer's] search. . ." Defendants also claim on the same page

to possess “a database designed to help you identify high level contacts by job title, industry, educational institution, and more.” Finally, the Defendants claim that they “access hundreds of existing job openings each month, nationwide from companies in hiring mode.”

51. Defendants and/or their agents have caused consumers or other persons described herein to suffer ascertainable losses. The exact amount and number of consumers or other persons who have been injured by reason of the use or employment of such unlawful methods, acts or practices described herein are presently unknown to the Plaintiff.

V. VIOLATIONS OF THE LAW

Count I: Tennessee Consumer Protection Act Violations

The Plaintiff incorporates by reference and re-alleges each and every allegation contained in Paragraphs (1) - (51) of this Complaint.

52. At all times relevant to this Complaint, the Defendants’ conduct of offering “career services” as alleged in this Complaint occurred in the conduct of “trade”, “commerce” and/or a “consumer transaction” and constitutes the offering of, or providing of, “goods” and/or “services” as defined in Tenn. Code Ann. §§ 47-18-103(5), (10) and (11).

53. All of the acts and practices engaged in and employed by Defendants as alleged herein are “unfair or deceptive acts or practices affecting the conduct of any trade or commerce” in Tennessee, which are declared unlawful by Tenn. Code Ann. § 47-18-104(a).

54. Each and every unfair or deceptive act or practice engaged in by Defendants as recited above constitutes a separate violation of the Tennessee Consumer Protection Act as provided by Tenn. Code Ann. § 47-18-104(b).

55. Defendants and/or their agents have caused the likelihood of confusion or misunderstanding as to affiliation, connection or association with another in violation of Tenn. Code Ann. § 47-18-104(b)(3).

56. Defendants and/or their agents have represented that their services have characteristics, uses, or benefits that they do not have and that Defendants and/or their agents have sponsorship, approval, status, affiliation and connections that they do not have in violation of Tenn. Code Ann. § 47-18-104(b)(5).

57. By representing that goods or services are of a particular standard, quality or grade when they are not, Defendants and/or their agents have violated Tenn. Code Ann. § 47-18-104(b)(7).

58. By advertising goods or services with intent not to sell them as advertised, Defendants and/or their agents have violated Tenn. Code Ann. § 47-18-104(b)(9).

59. Defendants and/or their agents have represented or implied that a consumer transaction confers or involves rights or remedies that it does not have or involve or which are prohibited by law, in violation of Tenn. Code Ann. § 47-18-104(b)(12).

60. By representing that a guarantee or warranty confers or involves rights or remedies which it does not have or involve, Defendants and/or their agents have violated Tenn. Code Ann. § 47-18-104(b)(19).

61. Defendants and/or their agents have used statements or illustrations in advertisements which create a false impression of the grade, quality, quantity, value, age, and usability of goods or services offered in violation of Tenn. Code Ann. § 47-18-104(b)(21).

62. By offering to sell goods or services when the offer was not a *bona fide* effort to sell the goods or services, Defendants and/or their agents have violated Tenn. Code Ann. § 47-18-104(b)(22).

63. By advertising an endorsement without possessing adequate substantiation for the implied claim that such performance reflects that which a significant proportion of consumers would be likely to experience without a proper clear and conspicuous disclaimer, Defendants and/or their agents have violated the Federal Trade Commission Guides Concerning the Use of Endorsements and Testimonials in Advertising, 16 C.F.R. § 255.0 *et seq.* (1980), and thereby engaged in an unfair or deceptive act in violation of the Tennessee Consumer Protection Act. *See* Tenn. Code Ann. §§ 47-18-104(a), (b) and (b)(27).

64. All of the acts and practices engaged in and employed by Defendants and/or their agents as alleged herein are deceptive or unfair to the consumer or other persons in violation of Tenn. Code Ann. § 47-18-104(b)(27).

65. The acts and practices engaged in and employed by Defendants and/or their agents and described in this Complaint are unfair and deceptive to consumers in violation of the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101, *et seq.*

66. The acts and practices engaged in and employed by Defendants and/or their agents and described in this Complaint are also in violation of the Tennessee Employment Agency Act, Tenn. Code Ann. § 47-18-1701 *et seq.* and thus constitute a violation of Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101, *et seq.*

67. The acts and practices engaged in and employed by Defendants and/or their agents and described in this Complaint are in violation of Tenn. Code Ann. § 47-18-104(b)(44)(C)

because it is advertising, promoting or offering for sale goods or services that are illegal or unlawful to sell in the State in the manner offered because they violate the Tennessee Employment Agency Act, Tenn. Code Ann. § 47-18-1701 *et seq.* and thus constitute a violation of Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101, *et seq.*

Count II: Tennessee Employment Agency Act Violations

68. The Plaintiff incorporates by reference and re-alleges each and every allegation contained in Paragraphs (1) - (51). The consumers described in the State's Amended Complaint constitute candidates as set forth in Tenn. Code Ann. § 47-18-1702(1), which states "any person, whether employed or unemployed, seeking or entering into any arrangement for employment or change of employment through the services of an employment agency."

69. By attempting to place candidates seeking employment where the fee is not paid by the employer, Defendants and/or her agents are an "employment agency" as defined in Tenn. Code Ann. § 47-18-1702(5).

70. By purporting to have access to job leads or compiling and providing lists or information about available jobs, not charging a fee to the majority of potential employers for the inclusion in the listings and maintaining an office for the purpose of marketing job information to the public and providing access to that information, Defendants and/or their agents are operating an "employment agency" as defined in Tenn. Code Ann. § 47-18-1702(5).

71. Defendants and/or their agents impose a fee to candidates without any efforts by the Defendant to furnish employment to the candidates in violation of Tenn. Code Ann. § 47-18-1703(1).

72. Defendants and/or their agents impose a fee on candidates prior to the time at which the candidate has secured a job in violation of Tenn. Code Ann. § 47-18-1703(2).

73. Defendants and/or their agents make, give or cause to be made or have given false promises, misrepresentations, or inaccurate or misleading statements or information in violation of Tenn. Code Ann. § 47-18-1703(5).

74. Defendants and/or their agents have referred candidates for interviews without having first obtained, either orally or in writing, a *bona fide* job order or recruiting assignment from an employer for an interview in violation of Tenn. Code Ann. § 47-18-1703(9).

75. Defendants and/or their agents have knowingly published or caused to be published false, fraudulent, deceptive or misleading information, representations, notices or advertisements in violation of Tenn. Code Ann. § 47-18-1703(11).

76. Pursuant to Tenn. Code Ann. § 47-18-1708, each of the violations mentioned in paragraphs 63 - 69 is a separate violation of the Tennessee Consumer Protection Act and constitutes an unfair or deceptive act or practice affecting the conduct of trade or commerce and is subject to the penalties and remedies as provided by such act.

DEMAND FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiff, The State of Tennessee, *ex rel.* Robert E. Cooper, Jr., Attorney General and Reporter, pursuant to the Tennessee Consumer Protection Act of 1977 and the Tennessee Employment Agency Act, the Attorney General's general statutory authority, the Attorney General's common law authority, and this Court's equitable powers, prays:

(1) That this Amended Complaint be filed without cost bond as provided by Tenn. Code Ann. §§ 20-13-101 and 47-18-116.

(2) That process issue and be served upon Defendants requiring them to appear and answer this Amended Complaint.

(3) That this Court adjudge and declare that Defendants and their d/b/as have engaged in the aforementioned acts or practices, which are in violation of the Tennessee Consumer Protection Act of 1977 and other laws and regulations.

(4) That this Court adjudge and declare that Defendants and their d/b/as have engaged in the aforementioned acts or practices, which are in violation of the Tennessee Employment Agency Act.

(5) That pursuant to Tenn. Code Ann. §§ 47-18-108(a)(1), (a)(4), and (a)(5), this Court grant permanent prohibitory and mandatory injunctive relief against Defendants to enjoin and ameliorate the foregoing acts or practices, which are in violation of the Tennessee Consumer Protection Act of 1977 and other laws and regulations and such order be issued without cost bond as set forth in 47-18-108(a)(4).

(6) That pursuant to Tenn. Code Ann. 47-18-1707(b), this Court grant a permanent injunction or other proper equitable relief against Defendants enjoining them from engaging any of the acts or practices prohibited or required by the Tennessee Employment Agency Act and such order be issued without cost bond as set forth in Tenn. Code Ann. § 47-18-1707(c).

(7) That this Court, pursuant to Tenn. Code Ann. §§ 47-18-108(a)(1), (a)(4), and (a)(5), require that Defendants' real and personal properties and assets be frozen.

(8) That this Court enter judgment against Defendants and in favor of the State for the reasonable costs and expenses of the investigation and prosecution of the Defendants' actions, including attorneys' fees, as provided by Tenn. Code Ann. §§ 47-18-108(b)(4) and (a)(5).

(9) That pursuant to Tenn. Code Ann. § 47-18-108(b)(1), this Court make such orders or render such judgments as may be necessary to restore to any consumer or other person any ascertainable losses as defined by Tenn. Code Ann. § 47-18-2101(1), including statutory interest, and requiring Defendants to be liable for such repayment of ascertainable losses and statutory interest to such consumers and other persons and to pay all costs of a court selected third party to distribute restitution and administer the same.

(10) That this Court adjudge and decree that Defendants pay civil penalties of not more than one thousand dollars (\$1,000.00) per violation to the State as provided by Tenn. Code Ann. § 47-18-108(b)(3).

(11) That this Court revoke any business licenses or other licenses or certificates authorizing Defendants, including but not limited to Professional Solutions, LLC, Continental Business Solutions, LLC Britton James & Associates, The Franklin Group of America, Hamilton Clark International, and The Renaissance Group International, to engage in career services business in this State because of their persistent and knowing violations of the Tennessee Consumer Protection Act as set forth in Tenn. Code Ann. § 47-18-108(b)(2) and the Tennessee Employment Agency Act.

(12) That this Court make such orders and render such judgments as may be necessary to disgorge the profits and ill-gotten gains Defendants realized by reason of the alleged

violations of the Tennessee Consumer Protection Act of 1977 and the Tennessee Employment Agency Act, pursuant to Tenn. Code Ann. § 47-18-1707(b).

(13) That all costs in this cause be taxed against Defendants.

(14) That no costs be taxed to the State as set forth in Tenn. Code Ann. § 47-18-116.

(15) That this Court grant Plaintiff such other and further relief as this Court deems just and proper.

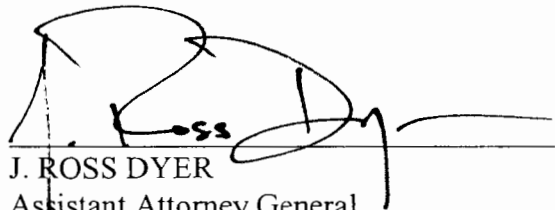
Respectfully submitted,



ROBERT E. COOPER, JR.
Attorney General and Reporter
B.P.R. No. 10934



JEFFREY L. HILL
Senior Counsel
B.P.R. No. 16731
Office of the Tennessee Attorney General
Consumer Advocate and Protection Division
P. O. Box 20207
Nashville, TN 37202
Phone: (615) 741-2614
Facsimile: (615) 532-2910



J. ROSS DYER
Assistant Attorney General
B.P.R. No. 19366
Office of the Tennessee Attorney General
1701 North Main Street
Memphis, TN 38103
Phone: (901) 543-9039
Facsimile: (901) 543-9025