IN THE CHANCERY COURT FOR RUTHERFORD COUNTY, TENNESSEE
SIXTEENTH JUDICIAL DISTRICT AT MURFREESBORO

FILED
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WILLIAM DUNCAN
CLERK AND MASTER

STATE OF TENNESSEE, ex rel. ROBERT E. COOPER, JR., ATTORNEY GENERAL AND REPORTER,	)	
Plaintiff,	)	
v.	)	**No. 08-0053MI**
CHRISTOPHER MOUNTRY, a/k/a OTT MOUNTRY,	)	**Trial Judge - Corlew**
Defendant.	)	

JUDGMENT BY DEFAULT AND FINDINGS OF FACT AND CONCLUSIONS OF LAW

Following a motion of the Plaintiff, State of Tennessee ("State"), by and through the Attorney General and Reporter, Robert E. Cooper, Jr. ("Attorney General") on behalf of the Division of Consumer Affairs of the Department of Commerce and Insurance ("Division") and pursuant to Tenn. R. Civ. P. 55.05 and 38.05, it is hereby **ORDERED, ADJUDGED AND DECREED** that a Default Judgment be entered jointly and severally against the Defendant who has failed to answer or otherwise respond to the State's Complaint subject to the terms contained herein. This Judgment comes following a hearing on the Plaintiff's motion which occurred on March 28, 2008 at 8:00 a.m. CDT in the courtroom for the Chancery Court of Rutherford County, Sixteenth Judicial District at Murfreesboro, Tennessee.

FINDINGS OF FACT

Upon review of the record, including the State's Default Judgment Motion, the State's Complaint, the Summons and all attached Exhibits, the Court makes the following findings of fact:

1. The instant civil law enforcement proceeding was filed in this Court on January 11, 2008 alleging that the Defendant Mountry violated the Unauthorized Practice of Law and Improper Conduct statutes, Tenn. Code Ann. § 23-3-101 *et seq.*, (Unauthorized Practice of Law statutes or "UPL statues") by engaging in the practice of law without a license. The State further alleged that the Defendant violated the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101 *et seq*. ("TCPA") by engaging in unfair or deceptive acts or practices including but not limited to misrepresentations in connection with the Defendant's advertisement, sale and offering of legal services to consumers and by using the title "State License Asst. Attorney".

2. Defendant Mountry has not filed an answer to the State's Complaint or otherwise insisted upon a jury trial or any of the derivative rights of a jury trial afforded to them under either the Constitutions of the United States or the State of Tennessee. Pursuant to Tenn. R. Civ. P. 38.05, the Defendant has waived the right to a trial by jury by not asserting this right within fifteen days of the last pleading raising an issue of fact.

3. Defendant Mountry was served by Investigator Charlie Shinn on January 11, 2008 by personal service.

4. Defendant Mountry's actions in this case are governed by the UPL statutes, and the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-101 *et. seq*, which prohibits,

among other things, the commission of unfair or deceptive acts and misrepresentations in trade or commerce.

5. This Court has jurisdiction of the subject matter in this case and the parties pursuant to Tenn. Code Ann. § 23-3-103(c)(2) and § 47-18-108.

6. Venue is proper in Rutherford County pursuant to Tenn. Code Ann. § 47-18-108(a)(3) and § 23-3-103(c)(2) because it is the county where Defendant Mountry conducts, transacts or has transacted business and it is the county where the alleged unfair and deceptive acts or practice took place.

7. Defendant Mountry's unfair and deceptive acts have caused ascertainable losses to consumers in Tennessee.

8. Defendant Mountry's acts or practices in violation of the UPL statues have caused injury and ascertainable losses to at least 6 consumers and possible others in Tennessee.

9. Defendant Mountry has engaged in trade or commerce in the State of Tennessee by offering goods or services to consumers located in whole or in part in Tennessee.

10. According to the records of the Tennessee Board of Law Examiners, Defendant Mountry is not an attorney licensed in the State of Tennessee.

11. According to the records of the Nashville School of Law, Defendant Mountry has not attended and is not currently attending the Nashville School of Law.

12. At a date uncertain but at least by the year 2006, Defendant Mountry distributed business cards with deceptive and unfair statements in stores and directly to consumers in whole or in part in Tennessee.

13. At a date uncertain but at least by the year 2006, Defendant Mountry used business cards including the statements "Legal Services", "Immigration Specialist" and "State License Asst. Attorney".

14. At a date uncertain but at least by the year 2006, Defendant Mountry began falsely holding himself out as a lawyer to consumers in the Laotian community and possibly others in Tennessee.

15. Defendant Mountry told members of the Laotian community he could help them with their immigration, divorce and disability issues or legal problems.

16. Defendant Mountry offered and promoted the ability to provide driver's licenses to consumers but only delivered an "international driver's license."

17. Defendant Mountry offered and promoted he could obtain social security cards, green cards and work permits for consumers.

18. Defendant Mountry failed to fulfill his promise to at least one consumer and possibly others to provide a social security card, green card and/or work permit.

19. Defendant Mountry represented he had a master's degree in business law and was attending law school.

20. Defendant Mountry misrepresented to two consumers and possibly others that he had a lot of experience filling out citizenship applications.

21. Defendant Mountry falsely stated to a consumer and possibly others he was attending Nashville School of Law.

22. Defendant Mountry enticed a consumer and possibly others by claiming he was actively working with Mark Daly, an attorney in Nashville, Tennessee.

23. Defendant Mountry misrepresented to two consumers and possibly others that he had contacts in Memphis, Tennessee who could move the citizenship process along more quickly than normal.

24. Defendant Mountry lured a consumer and possibly others with claims that he was experienced in processing loans and refinancing.

25. Defendant Mountry did not provide a consumer with client references who had hired him to obtain citizenship when requested.

26. Consumer P.H. hired Defendant Mountry and paid him $400 to obtain to citizenship for Consumer P.M.

27. Defendant Mountry in response to a question told Consumer R.K. that the P.M.'s citizenship application had been sent out.

28. When Consumer R.K. asked Defendant Mountry if Consumer P.M. needed to sign the application, the Defendant stated the consumer did not need to sign the application.

29. Defendant Mountry gave Mark Daly's California Bar number to a consumer, claiming it was his own.

30. When Consumer P.H. asked about P.M.'s application for citizenship approximately nine months after payment, Defendant Mountry claimed the citizenship papers had been lost.

31. Consumer Y.S. and Consumer K.S. paid Defendant Mountry six hundred and twenty dollars ($620.00) to help obtain citizenship for Consumer K.S.

32. When asked by Consumer Y.S., Defendant Mountry said the paperwork would only take two weeks to process because Defendant Mountry had a connection in Memphis.

33. Defendant Mountry told Consumer R.K. that he had attended the University of California-Berkeley for his undergraduate work in business law.

34. At an August 2007 meeting with Consumer R.K., Consumer P.H., Consumer Y.S., and other consumers, Defendant Mountry finally admitted he was not an attorney but claimed he was a paralegal working under the direction of an attorney.

35. At this meeting, Defendant Mountry told Consumer R.K., Consumer P.H., and Consumer Y.S. that they would receive refunds. Yet, none of the consumers have yet received any of their money back.

CONCLUSIONS OF LAW

36. Defendant Mountry has engaged in the practice of law or did law business without a license. The "practice of law" is defined in Tenn. Code Ann. § 23-3-101(3) as having:

> the appearance as an advocate in a representative capacity or the drawing of papers, pleadings or documents or the performance of any act in such capacity in connection with proceedings pending or prospective before any court, commissioner, referee or any body, board, committee or commission constituted by law or having authority to settle controversies, or the soliciting of clients directly or indirectly to provide such services.

"Law business" is defined in Tenn. Code Ann. § 23-3-101(1) as:

> advising or counseling for a valuable consideration of any person as to any secular law, or the drawing or the procuring of or assisting in the drawing for a valuable consideration of any paper, document or instrument affecting or relating to secular rights, or the doing of any act for a valuable consideration in a representative capacity, obtaining or tending to secure for any person any property or property rights whatsoever, or the soliciting of clients directly or indirectly to provide such services.

Specifically, the Court finds that:

(A) Defendant Mountry has procured or assisted in the drawing of legal documents for valuable consideration and thereby engaged in "law business" as defined in Tenn. Code Ann. § 23-2-101(1).

(B) Defendant Mountry has advised or counseled consumers for valuable consideration regarding secular laws, and thereby engaged in "law business" as defined in Tenn. Code Ann. § 23-2-101(1).

(C) Defendant Mountry has solicited directly or indirectly to provide such legal services as the assisting in the drawing of legal documents and advising or counseling of consumers for valuable consideration and thereby engaged in "law business" as defined by Tenn. Code Ann. § 23-3-101(1).

(D) Defendant Mountry has solicited directly or indirectly to provide legal services as the drawing of immigration papers or documents in connection with proceedings before any court and thereby engaged in the "practice of law" pursuant to Tenn. Code Ann. § 23-3-101(3).

37. Defendant Mountry's offering of legal services and driver's licenses to consumers as alleged by the State constitutes the offering of goods and/or services and trade, commerce and/or a consumer transaction as defined in Tenn. Code Ann. § 47-18-103(5), (10) and (11).

38. Defendant Mountry has engaged in unfair acts and practices. Unfairness is not defined in the TCPA. Consistent with their obligation under Tenn. Code Ann. § 47-18-115, courts have looked to the FTC's definition of unfairness for interpretative guidance. An unfair act or practice is one that "causes or is likely to cause substantial injury to consumers which is

not reasonably avoidable by consumers themselves and not outweighed by countervailing benefits to consumers or to competition." *Tucker v. Sierra Builders,* 180 S.W.3d, 109, 115 (2005). Consumer injury will be deemed substantial "if a relatively small harm is inflicted on a large number of consumers or if a greater harm is inflicted on a relatively small number of consumers." *Tucker*, 180 S.W.3d at 116. A "substantial injury" must be more than trivial or speculative." *Id.* "Consumers cannot reasonably avoid injury when a merchant's sales practices unreasonably create or take advantage of an obstacle to the free exercise of consumer decision-making." *Id.* "Practices that unreasonably interfere with consumer decision-making include (1) withholding important information from consumers, (2) overt coercion, or (3) exercising undue influence over a highly susceptible class of consumers. *Id.*

39. The Court finds that the Complaint and the State's Motion for Default Judgment provide ample evidence that the Defendant engaged in acts or practices that were likely to cause substantial economic and physical injury to consumers which were unavoidable because the Defendant withheld important information, including that he was not an attorney, he was not licensed to provide the services he offered and collected monies for and he collected monies for services but did not deliver them. There are no commercial benefits to these material omissions.

40. The Court specifically finds as follows:

(A) Defendant Mountry has violated Tenn. Code Ann. § 47-18-104(a) by engaging in unfair and deceptive acts or practices affecting the conduct of any trade or commerce in Tennessee.

(B) Defendant Mountry has violated Tenn. Code Ann. § 47-18-104(b)(2). The Defendant has caused a likelihood of confusion or misunderstanding as to

the source, sponsorship, approval or certification of goods or services, by among other things, representing that the goods and services are those of an attorney when such is not the case.

(C) Defendant Mountry has violated Tenn. Code Ann. § 47-18-104(b)(3) by causing a likelihood of confusion or misunderstanding as to the affiliation, connection, or association with, or certification by another by among other things representing that the Defendant has a attended Nashville School of Law, is associated with Mark Daly, has connections in Memphis with the citizenship office, when this was not true.

(D) Defendant Mountry has violated Tenn. Code Ann. § 47-18-104(b)(5) by representing that his goods and services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have. The Defendant falsely claimed to be affiliated with Mark Daly and Nashville School of law.

(E) Defendant Mountry has violated Tenn. Code Ann. 47-18-104(b)(7) by misrepresenting that his legal services or goods including but not limited to "international driver's licenses" are of a particular standard, quality, or grade when they are not.

(F) Defendant Mountry has violated Tenn. Code Ann. § 47-18-104(b)(12) by representing that a consumer transaction confers or involves rights that it does not have or involve by offering to sell consumers diver's licenses and

instead producing International Driver's Licenses which are invalid forms of identification and convey no rights to the consumer.

(G) Defendant Mountry has used statements in advertisements which create a false impression of the quality, value, usability or origin of the goods or services offered, in violation of Tenn. Code Ann. 47-18-104(b)(21) by distributing business cards which indicate he is a "State License Attorney."

(H) Defendant Mountry has violated Tenn. Code Ann. §§ 47-18-104(a) and (b)(27) by accepting payment for legal services and driver's licenses and failing to deliver those goods and/or services.

(I) Defendant Mountry has violated Tenn. Code Ann. §§ 47-18-104(a) and (b)(27) by failing to clearly and conspicuously disclose to consumers that Defendant has not met the State's requirements to practice law and Defendant cannot legally offer legal services in the State of Tennessee.

(J) Defendant Mountry has violated Tenn. Code Ann. § 47-18-104(b)(27). The TCPA contains no definition of deception. The Court of Appeals in interpreting the TCPA has, per Tenn. Code Ann. § 47-18-115, aligned the case law definition of TCPA to the FTC's. Deception is conduct that "causes or tends to cause a consumer to believe what is false, or that misleads or tends to mislead a consumer as to a matter of fact." *Tucker*, 180 S.W.3d at 116. The Defendant has caused or tended to cause consumers to believe what is false, namely that the services they expected

to receive are from an attorney and are lawful and that Defendant is legally authorized to provide those goods and services.

JUDGMENT
RESTITUTION

42. The State has the authority to seek restitution on behalf of consumers for ascertainable losses pursuant to Tenn. Code Ann. § 47-18-108(b)(1). "Ascertainable loss" is defined in Tenn. Code Ann. § 47-18-2102(1) as "an identifiable deprivation, detriment or injury arising from . . . any unfair, misleading or deceptive act or practice even when the precise amount of the loss is not known. Whenever a violation of this part has occurred, an ascertainable loss shall be presumed to exist." The Court finds that consumers have suffered ascertainable losses by purchases of Defendant Mountry's alleged legal services and goods, the exact extent of which is unknown.

43. The State also has authority under Tenn. Code Ann. § 23-3-103(c)(1) to seek restitution if a person engages in the practice of law or law business without a license. Defendant Mountry engaged in the unauthorized practice of law when he solicited directly or indirectly to provide legal services as the drawing of immigration papers or documents in connection with proceedings before a court. Defendant Mountry engaged in law business when he solicited directly or indirectly to provide such legal services as the assisting in the drawing of legal documents and advising or counseling of consumers for valuable consideration; advised or counseled consumers for valuable consideration regarding secular laws; and procured or assisted in the drawing of legal documents for valuable consideration.

44. The State has not had the benefit of full discovery to receive a complete accounting of the amounts collected by Defendant Mountry through his unlawful conduct. Based on the above, IT IS HEREBY **ORDERED, ADJUDGED, AND DECREED** that restitution, including prejudgment interest compounded at 10% per annum from the date of consumer's payment for the transaction, be awarded for each consumer who purchased Defendant's "legal" or other goods or services including:

(A) Consumer B.S. who paid $300.00 for a driver's license for another;

(B) Consumer P.L. who paid $2,000.00 to obtain a green card, work permit and social security card for himself;

(C) Consumer P.H. who paid $400.00 to obtain citizenship documents for another;

(D) Consumer Y.S. who paid $620.00 to obtain citizenship documents for another;

(E) Consumer T.P. who paid $1,000.00 for assistance with her worker's compensation claim; and

(F) Consumer S.J. who paid $500.00 to obtain Social Security benefits for another.

45. Taking into consideration the need for a final judgment and the lack of consumer information available, IT IS HEREBY **ORDERED, ADJUDGED, AND DECREED** that the window for restitution for a consumer to come forward with a statement and supporting documentation (*i.e.* a canceled check, a bank statement, a receipt, an affidavit, etc.) that he or she purchased goods or services from the Defendant be extended until one year from the effective date of this Default Judgment. Prejudgment statutory interest is available under Tenn. Code Ann. § 47-14-123.

46. IT IS HEREBY **ORDERED, ADJUDGED, AND DECREED** that the State on behalf of Consumer B.S. be awarded a total of ***$330.00*** which includes his $300.00 payment for a driver's license and 10% interest compounded annually from February 2007 (one (1) year).

47. IT IS HEREBY **ORDERED, ADJUDGED, AND DECREED** that the State on behalf of Consumer P.L. be awarded a total of ***$2,200.00*** which includes his $2,000.00 payment for a green card, work permit and social security card 10% interest compounded annually from February 2007 (one (1) year).

48. IT IS HEREBY **ORDERED, ADJUDGED, AND DECREED** that the State on behalf of Consumer P.H. be awarded a total of ***$440.00*** which includes his $400.00 payment for citizenship documents and 10% interest compounded annually from December 2006 (one (1) year).

49. IT IS HEREBY **ORDERED, ADJUDGED, AND DECREED** that the State on behalf of Consumer Y.S. be awarded a total of ***$682.00*** which includes his $620.00 payment for citizenship documents and 10% interest compounded annually from April 2007 (one (1) year).

50. IT IS HEREBY **ORDERED, ADJUDGED, AND DECREED** that the State on behalf of Consumer T.P. be awarded a total of ***$1,100.00*** which includes her $1,000.00 payment for assistance with her worker's compensation claim and 10% interest compounded annually from March 2007 (one (1) year).

51. IT IS HEREBY **ORDERED, ADJUDGED, AND DECREED** that the State on behalf of Consumer S.J. be awarded a total of ***$550.00*** which includes her $500.00 payment for obtaining Social Security benefits for another and 10% interest compounded annually from January 2007 (one (1) year).

IT IS FURTHER **ORDERED, ADJUDGED, AND DECREED:**

TCPA CIVIL PENALTIES

52. Based on statements made by Tennessee consumers, the Defendant has committed at least six (6) violations of the Tennessee Consumer Protection Act. Per Tenn. Code Ann. § 47-18-102, the TCPA is to be liberally construed. The Tennessee Consumer Protection Act, including its civil penalty provision, is classified as a "remedial legislation." Tenn. Code Ann. § 47-18-115.

53. Based on the similarity of Washington's civil penalty statute, Rev. Code of Washington 19.86.140, and Tenn. Code Ann. § 47-18-108(b)(3) which both contemplate civil penalties awards per violation, this Court adopts the holding of the Washington Supreme Court in *State v. Ralph Williams' N.W. Chrysler Plymouth, Inc.*, 87 Wash. 2d 298, 553 P.2d 423 (1976) which held that civil penalties should be assessed based on each respective violation.

54. There is an absence of state case law governing which factors can be considered in assessing a remedial civil penalty under the Tennessee Consumer Protection Act. This Court adopts the analysis used by a Massachusetts court which considered the Defendant's good faith and ability to pay, the injury to the public good and the desire to eliminate the benefits derived by the unfair and deceptive practice violations; and the need to vindicate the state's authority. *Commonwealth v. AmCan Enterprises,* 47 Mass. App. Ct. 330, 712 N.E.2d 1205 (1999).

55. Defendant Mountry was not acting in good faith in making his representations. The defendant knowingly and willingly lied about his education and work experience. Despite telling consumers otherwise, the Defendant has not and is not attending Nashville School of Law; he did not do his undergraduate work in business law at the University of California-Berkeley;

and he is not currently working with Attorney Mark Daly. Furthermore, when questioned by a consumer, the Defendant continued to misrepresent his qualifications by claiming Mark Daly's bar number was his own.

56. Consistent with the remedial nature of civil penalties under the Tennessee Consumer Protection Act as evidenced in Tenn. Code Ann. § 47-18-115, we must factor in the Defendants' ability to pay. Defendant's ability to pay is not known as a result of the Defendant's lack of a defense to this suit and presumed flight from the State.

57. Under *AmCan*, we must consider the injury to the public good and whether the Defendant Mountry's benefits should be disgorged. The conduct has the potential to cause enormous injury to the public good. The Defendant targeted a particularly vulnerable group. His solicitation for business was mostly directed at immigrants from Laos who were unfamiliar with the workings of the American court system. The Defendant preyed on their desire to become citizens and/or legal workers. By purporting to offer or provide a service he could not provide, the Defendant caused victims to lose time on actually filing applications for citizenship or work status. Such a delay can have long-lasting repercussions on the victims as well as their families.

58. **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that pursuant to Tenn. Code Ann. § 47-18-108(3), the State be awarded a Tennessee Consumer Protection Act Civil Penalty in the amount of ***$6,000.00*** to be lodged against the Defendant as a remedial civil penalty. Judgment is hereby awarded in the amount of $6,000 against the Defendant.

The Court notes that comparable awards have been given in other cases or settlements. In *State v. Ralph Williams' N.W. Chrysler Plymouth, Inc.,* the Supreme Court of Washington assessed a civil penalty of $2,000 for each violation of the Act. The language of Washington's

civil penalty provision within its consumer protection statute is very similar to Tennessee's. Revised Code of Washington 19.86.140 states, "Every person who violates [Washington's Consumer Protection Act] shall forfeit and pay a civil penalty of not more than two thousand dollars ***for each violation.*** . . ." (Emphasis added). The TCPA's civil penalty provision states, "The court may also order payment to the state of a civil penalty of not more than one thousand dollars ($1,000) ***for each violation.***" (Emphasis added). Aside from the language of the statute itself, this is an appropriate remedy because of the Defendant's continuous misrepresentations regarding his ability to handle legal matters.

UPL CIVIL PENALTIES

59. Based on statements made by Tennessee consumers, the Defendant has committed at least six (6) violations of the Unauthorized Practice and Improper Conduct statutes, Tenn. Code Ann. § 23-3-101 *et seq*. Tenn. Code Ann. § 23-3-103(c)(1) states, "[t]he attorney general and reporter may bring an action in the name of the state . . . to obtain a civil penalty in an amount not to exceed ten thousand dollars ($10,000) per violation." This Court finds the Defendant shall pay $1,000 in civil penalties for each violation of the Unauthorized Practice and Improper Conduct statutes.

IT IS HEREBY **ORDERED, ADJUDGED, AND DECREED** that pursuant to Tenn. Code Ann. § 23-3-103(c)(1), the State be awarded a Unauthorized Practice of Law civil penalty in the amount of ***$6,000.00*** to be lodged against the Defendant. Judgment is hereby awarded in the amount of $6,000 against the Defendant.

The Court notes that comparable awards have been given in other cases or settlements. In *State v. Lisa A. Spells, individually and doing business as L.A.S. Therapy Network II Political*

Consultation & Legal Issues Management Services, the Chancery Court for Davidson County awarded $2,000 for each violation of the Unauthorized Practice and Improper Conduct statutes. No. 05-561, at 7, Ch. Ct. of Tenn., 20th Jud. Dist., Davidson County, Part I (May __, 2005). In *State v. Jaffton B. Richardson, a/k/a Jay Richardson a/k/a, Marcus Richardson*, the Chancery Court for Davidson County assessed a total of $14,000.00 in civil penalties for violations of the Unauthorized Practice and Improper Conduct statutes. No. 04-904, at 2, Ch. Ct. of Tenn., 20th Jud. Dist., Davidson County, Part IV (Jan. 31, 2005). This remedy is appropriate because Tennessee consumers were harmed by the Defendant's misrepresentations about his ability to practice law in Tennessee.

PERMANENT INJUNCTION

Pursuant to Tenn. Code Ann. § 23-3-103(c)(1) and § 47-18-108(a)(1), IT IS HEREBY **ORDERED, ADJUDGED, AND DECREED** that the Defendant Christopher Mountry aka Ott Mountry and each of his officers, directors, partners, subsidiaries, affiliates, managers, parents, related entities, successors, agents, representatives, sales staff, employees, agents, successors and assigns, and other persons in active concert or participation with Defendant who receive actual notice of this Permanent Injunction Order are **permanently** enjoined from engaging, directly or indirectly, in any acts which are unlawful including the following:

(A) Defendant shall fully comply with the Unauthorized Practice of Law statutes.

(B) Defendant shall fully comply with the Tennessee Consumer Protection Act of 1977.

Without limiting the scope of paragraphs (A) and (B),

(C) Defendant shall be prohibited from representing either directly or indirectly that he is a lawyer or attorney (or term or phrase of similar import) unless and until

Defendant has a law license issued by the State of Tennessee which remains in good standing at the time of the representation.

(D) Defendant shall be prohibited from representing either directly or indirectly that he is an "State Licensed Asst. Attorney," (or term or phrase of similar import) without receiving a license to practice law from the State of Tennessee which remains in good standing at the time of the representation.

(E) Defendants shall be prohibited from representing he has attended or graduated (or term or phrase of similar import) from Nashville School of Law or any other law school or business school unless and until Defendant has actually attending or graduated from that particular school and obtained the particular degree represented at the time of making the representation.

(F) Defendant shall be prohibited from representing or implying to a consumer that he/she will receive goods or services and then fail to deliver those goods or services within the time frame promised or promoted.

(G) Defendant shall be prohibited from representing or implying that he will provide a refund, restitution or other remuneration to a consumer and then fail to provide that refund, restitution or other remuneration as promised to the consumer.

(H) Defendant shall be prohibited from representing or implying he can offer driver's licenses to consumers because a driver's license must be issued by a governmental entity within the state the consumer resides.

(I) Defendant shall be prohibited from advertising, promoting or offering for sale any "International driver's license" (or term of phrase of similar import) in the State of Tennessee or in whole or in part from Tennessee or to any Tennessee consumer.

(J) Defendant shall be prohibited from representing or implying to a consumer that he "can move citizenship process along," when such is not the case.

(K) Defendant shall be prohibited from representing or implying he works for Mark Daly or any other attorney, if such is not the case.

(L) Defendant shall be prohibited from representing or implying he has offices in Memphis or any other location, if such is not the case.

(M) Defendant shall be prohibited from holding himself out as a "State License Assistant Attorney," or similar term or phrase, from engaging in the "practice of law," and from performing legal services for persons within the State of

Tennessee as defined in Tenn. Code Ann. § 23-3-101 *et seq.* that violate the Unauthorized Practice and Improper Conduct statutes.

(N) Defendant shall be prohibited from soliciting and/or promoting that he can provide legal services.

(O) Defendant shall be prohibited from procuring of or assisting in the drawing of legal documents for a valuable consideration.

(Q) Defendant shall be prohibited from advising or counseling consumers for a valuable consideration regarding secular laws. When offering any goods or services, Defendant shall be required to affirmatively disclose, prominently, clearly and conspicuously, that Defendant is not a licensed attorney in the State of Tennessee nor affiliated with any law firm unless and until he becomes licensed to practice law in the State of Tennessee and continues in good standing.

(R) Defendant shall be prohibited from representing or implying to a consumer that a particular number is his law license number when such is not the case.

(S) Defendant shall be prohibited from representing or implying to consumers generally and in a voice mail or other message that he is "with clients or in court" (or term or phrase of similar import) unless Defendant is a duly licensed attorney with the State of Tennessee and continues in good standing at the time of making the representation.

(T) Defendant shall be prohibited from engaging in the "practice of law" without having been duly licensed, in violation of Tenn. Code Ann. § 23-3-103 (a).

(U) Defendants shall timely and fully comply and cooperate with the Attorney General's Office when information is sought pursuant to state law, regulation or rule.

(V) Defendants shall timely and fully provide information sought by the Attorney General under Tenn. Code Ann. § 47-18-106.

ATTORNEYS' FEES AND COSTS

Pursuant to Tenn. Code Ann. § § 47-18-108(a)(1) and (b)(4), and 23-3-103(c)(1), the State, in an action under the TCPA and UPL statutes, may obtain costs and fees associated with

enforcement. Based on the affidavits contained in Collective Exhibit A, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that attorneys' fees and costs in the amount of **$13,201.45** shall be awarded to the State and lodged against the Defendant. Judgment for attorneys' fees is hereby awarded in the amount of $13,201.45 to the State. The above figure is based on an internal chart created by the Office of the Attorney General and is reasonable in light of the number of hours worked and investigative costs incurred.

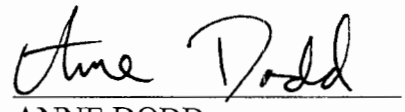
COURT COSTS

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant is ordered to pay all court costs. Further, no costs be taxed against the State as provided by Tenn. Code Ann. § 47-18-116.

IT IS SO ORDERED, ADJUDGED AND DECREED, this 28th day of March, 2008, at 8:13 o'clock am.

CHANCELLOR ROBERT E. CORLEW III

APPROVED FOR ENTRY
ROBERT E. COOPER, JR.
Attorney General and Reporter
B.P.R. No. 010934



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STATE OF TENNESSEE RUTHERFORD COUNTY

THE UNDERSIGNED, CLERK AND MASTER OF THE SAID COUNTY AND STATE HEREBY CERTIFIES THAT THE FOREGOING IS A CORRECT COPY OF THIS INSTRUMENT FILED IN THE FOREGOING CAUSE IN THE CHANCERY COURT OF MURFREESBORO, TENNESSEE

THIS 28 DAY OF March 08

JOHN A. BRATCHER, CLERK AND MASTER

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was sent by certified mail to Christopher Mountry at 113 Mary Jo Martin Dr., La Vergne, TN 37086, on the ____ day of ___, 2008.

_____
ANNE DODD
Assistant Attorney General

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