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IN THE CHANCERY COURT FOR HAMILTON COUNTY, TENNESSEE
ELEVENTH JUDICIAL DISTRICT AT CHATTANOOGA

STATE OF TENNESSEE, *ex rel.*)
ROBERT E. COOPER, JR., ATTORNEY)
GENERAL and REPORTER,)
)
Plaintiff,)
)
v.)
)
JUAN HERNANDEZ, individually and doing)
business as CENTRO AZTECA,)
)
Defendants.)

No. 09-0313

Part I

AGREED FINAL JUDGMENT

1. Plaintiff, the State of Tennessee, by and through Robert E. Cooper, Jr., the Attorney General and Reporter, at the request of Mary Clement, the Director of the Division of Consumer Affairs of the Department of Commerce and Insurance, and Defendants, Juan Hernandez, individually and doing business as Centro Azteca, a Tennessee company ("Defendants"), as evidenced by their signatures, do consent to the entry of this Judgment and its provisions.
2. Defendants enter into this Judgment to avoid the time and expense associated with litigation.
3. This is an Agreed Final Judgment ("Judgment") for which execution may issue.

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S. L. VEAKERS, CLERK
[Signature]

4. Defendants hereby accept and expressly waive any defect in connection with service of process issued on the Defendants by the State.

5. This Agreed Final Judgment is entered into by the Defendants as their own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed upon them by this Agreed Final Judgment, and they consent to its entry without further notice, and aver that no offer, agreements or inducements of any nature whatsoever have been made to them by the Plaintiff or their attorneys or any employee of the Attorney General's Office to procure this Agreed Final Judgment.

6. In the event the Court shall not approve this Agreed Final Judgment, this Judgment shall be of no force and effect against the State of Tennessee.

7. This Agreed Final Judgment shall bind Defendants and shall be binding on any and all future purchasers, merged parties, inheritors, or other successors in interest to Defendants.

8. Defendants have, by signature of Juan Hernandez, waived any right to appeal, petition for certiorari, move to reargue or rehear or be heard in connection with any judicial proceedings upon this Judgment.

9. This Judgment only resolves the specific matter set forth in the State's Complaint arising under Tenn. Code Ann. § 8-16-401 prior to entry of this Judgment relating to the specific advertisement on a sign located at 1500 Broad Street, Chattanooga, TN 37408 as having a "Notario Publico" which violated the Notaries Public statute by advertising as a notario publico without the required disclaimer between December, 2005 and October, 2008. The State does not allege and does not waive any other causes of action, including but not limited to, the use of the term notario publico at any other time or any other representations or warranties regarding the

providing of legal services. Under Tenn. Code Ann. § 8-16-401, a notary public who is not licensed to practice law in Tennessee and advertises their services as a notary public must include in all advertisements the following disclaimer:

“I AM NOT AN ATTORNEY LICENSED TO PRACTICE LAW IN THE STATE OF TENNESSEE, AND I MAY NOT GIVE LEGAL ADVICE OR ACCEPT FEES FOR LEGAL ADVICE.”

This disclaimer must appear in English and the language of the advertisement.

10. Defendants advertised on a sign located at 1500 Broad Street, Chattanooga, TN 37408 which said “Notario Publico” without the disclaimer. The sign also advertised for “Abogados,” the Spanish word for “attorneys,” when the business did not employ any person licensed to practice law in Tennessee.

11. The Tennessee Unauthorized Practice and Improper Conduct statutes prohibit persons from falsely advertising or holding an unlicensed person out as a lawyer. Tenn. Code Ann. § 23-3-108.

12. The State gave Defendants notice of its intent to sue as provided for in Tenn. Code Ann. § 47-18-108(a)(2).

13. Due to Defendants’ actions in violation of Tenn. Code Ann. §§ 8-16-401 and 23-3-108, the State filed a Complaint in the Hamilton County Chancery Court.

14. The State and Defendants have since reached the agreement annunciated in this Judgment.

I. JURISDICTION

15. Jurisdiction of this Court over the subject matter and over the Defendants for the purpose of entering into and enforcing this Judgment is admitted. Jurisdiction is retained by this

Court for the purpose of enabling the State to apply to this Court for such further orders and directions as may be necessary or appropriate for the construction, modification or execution of this Judgment, including the enforcement of compliance therewith and penalties for violation thereof. Defendants agree to pay all court costs and attorneys' fees associated with any successful petitions to enforce any provision of this Judgment against Defendants.

II. VENUE

16. Pursuant to Tenn. Code Ann. § 47-18-108(a)(3), venue as to all matters between the parties relating hereto or arising out of this Judgment is solely in Hamilton County, Tennessee.

III. PARTIES

17. Defendants warrant and represent that they are the proper party to this Judgment. Their principal place of business was 1500 Broad Street, Chattanooga, TN 37408. Defendants further acknowledge that they understand that the State expressly relies upon this representation and warranty, and that if it is false, unfair, deceptive, misleading or inaccurate, the State has the right to move to vacate or set aside in whole or in part this Judgment, or request that Defendants be held in contempt, if the State so elects.

18. Defendants, Juan Hernandez, individually and doing business as Centro Azteca, represent that these are the true legal names of the entities entering into this Judgment. Further, Defendants represent and warrant that Centro Azteca is not incorporated or otherwise authorized to do business in the State of Tennessee but is rather merely a business name of Juan Hernandez. The Defendants understand that the State expressly relies upon this representation and if said representation is false, inaccurate, deceptive, unfair or misleading, the State has the right to move

to vacate or set aside in whole or in part this Judgment or request that the Defendants be held in contempt or otherwise seek sanctions and remedies, if the State so elects.

IV. DEFINITIONS

19. As used in this Agreed Final Judgment, the following words or terms shall have the following meanings:

- (A) **“Advertise,” “Advertisement,” or “Advertising,”** shall mean any written, oral, graphic, or electronic statement, illustration, or depiction that is designed to create interest in the purchasing of, impart information about the attributes of, publicize the availability of, or affect the sale or use of, goods or services, whether the statement appears in a brochure, newspaper, magazine, free-standing insert, marketing kit, leaflet, mailer, book insert, letter, catalogue, poster, chart, billboard, electronic mail, website or other digital form, slide, radio, broadcast television, cable television, or commercial or infomercial whether live or recorded.
- (B) **“Agreed Final Judgment,”** or “Judgment” shall refer to this document entitled Agreed Final Judgment in the matter of *State of Tennessee v. Juan Hernandez, individually and doing business as Centro Azteca*.
- (C) **“And”** and **“Or”** shall be construed conjunctively or disjunctively as necessary, and to make the applicable phrase or sentence inclusive rather than exclusive.
- (D) **“Attorney General”** means Office of the Tennessee Attorney General.
- (E) **“Clear and Conspicuous”** or **“Clearly and Conspicuously”**: A statement is “Clear and Conspicuous” or “Clearly and Conspicuously” disclosed if, by whatever medium, it is readily understandable and presented in such size, color, contrast, location, and audibility, compared to other information with which it is presented, that is readily apparent to the person to whom it is disclosed. If such statement is necessary as a modification, explanation or clarification to other information with which it is presented, it must be presented in close proximity to the information it modifies, in a manner which is readily noticeable and understandable. Further, a disclosure of information is not clear and conspicuous if, among other things, it is obscured by the background against which it appears or there are other distracting elements. Warnings, safety disclosures or statements of limitation must be set out in close conjunction with the benefits described, or with appropriate captions, of such prominence that warnings, safety disclosures or statements of limitation are not minimized, rendered obscure, presented in an ambiguous fashion, or intermingled with the context of the statement so as to be confusing or misleading. The statement shall be in understandable language and

syntax. Nothing contrary to, inconsistent with, or in mitigation of the statement shall be used in any communication.

- (F) **“Consumer”** means any person, a natural person, individual, governmental agency or other entities, partnership, corporation, trust, estate, incorporated or unincorporated association, and any other legal or commercial entity however organized.
- (G) **“Defendants”** shall refer to Juan Hernandez individually and doing business as Centro Azteca and/or any and all officers, directors, owners, employees, managers, partners, parents, subsidiaries, successors, assigns, agents and representatives acting on behalf of Juan Hernandez individually and doing business as Centro Azteca.
- (H) **“Division”** or **“Division of Consumer Affairs”** shall refer to the Tennessee Division of Consumer Affairs of the Department of Commerce and Insurance.
- (I) **“Tennessee Consumer Protection Act”** or **“Consumer Act”** shall refer to the Tennessee Consumer Protection Act and related statutes found at Tenn. Code Ann. § 47-18-101 *et seq.*
- (H) **“Notaries Public statute”** shall refer to the Consumer Protection part of the Notaries Public statute and related statutes found at Tenn. Code Ann. § 8-16-401 *et seq.*
- (I) **“Unauthorized Practice and Improper Conduct statutes”** or **“UPL statutes”** shall refer to the Unauthorized Practice and Improper Conduct statutes and related statutes found at Tenn. Code Ann. § 23-3-101 *et seq.*

V. APPLICATION OF JUDGMENT TO DEFENDANT AND ITS SUCCESSORS

20. Defendants agree that the duties, responsibilities, burdens and obligations undertaken in connection with this Judgment shall apply to the Defendants, to each of their officers, owners, directors, partners, subsidiaries, affiliates, managers, parents, related entities, agents, assigns, representatives, employees, successors, sales staff and any and all other persons or entities acting directly or indirectly on its behalf.

VI. PERMANENT INJUNCTION AND REHABILITATION

21. Accordingly, it is hereby agreed by the Defendants that immediately upon the entry of this Judgment, pursuant to Tenn. Code Ann. § 47-18-108(a)(4), Defendants and anyone in concert with them, shall be permanently and forever enjoined, restrained and bound from directly or indirectly engaging in the practices set forth herein and further, permanently required to directly or indirectly satisfy the affirmative requirements set forth herein.

- (A) Defendants shall not advertise as a notario publico or term of similar import without the disclaimer required by the Notaries Public statute, Tenn. Code Ann. § 8-16-401 *et seq.*
- (B) Defendants shall be prohibited from stating, implying or causing to be stated or implied that any employee is an attorney unless such employee has a license to practice law in the state of Tennessee.
- (C) Defendants shall be prohibited from engaging in the practice of law or law business as defined by Tenn. Code Ann. § 23-3-101 without employing an individual licensed to practice law in Tennessee.
- (D) Defendants shall be prohibited from stating, implying or causing to be stated or implied that the Attorney General, the Division of Consumer Affairs, the Department of Commerce and Insurance, or any other governmental unit of the State of Tennessee approved, sanctioned, or authorized any practice, act, or conduct of the Defendants.
- (E) Defendants shall be prohibited from representing or implying that any procedures or other acts or practices hereafter used or engaged in by Defendants have been approved, in whole or in part, by the State.

VII. ATTORNEYS' FEES AND COSTS TO THE STATE

22. Pursuant to Tenn. Code Ann. §§ 47-18-108(b)(3) and 47-18-108(a)(5), Defendants shall pay the sum of Five Hundred Dollars (\$500.00) to the State of Tennessee for attorneys' fees and costs of investigation, prosecution and monitoring for compliance of this matter, which may be used for consumer protection purposes or other lawful purpose at the sole discretion of the Attorney General. Said payment shall be made in monthly increments, the first of which is due May 3, 2010, by providing the Attorney General with a certified or cashier's check or money order made payable to the "Treasurer, State of Tennessee."

VIII. CIVIL PENALTIES

23. Pursuant to Tenn. Code Ann. § 47-18-108(b)(3), Defendants shall pay the sum of Five Hundred Dollars (\$500.00) to the State of Tennessee as a civil penalty for the Defendants' acts and/or practices described. Said payment shall be made in monthly increments, the first of which is due May 3, 2010, by providing the Attorney General with a certified or cashier's check or money order made payable to the "Treasurer, State of Tennessee." In the interest of efficiency, the certified check for civil penalties may be combined with the attorneys' fees certified check described in paragraph 22.

IX. FORBEARANCE ON EXECUTION AND DEFAULT

24. No execution or garnishment on the monetary portion of this Judgment shall issue so long as the Defendants make payment in accordance with Section IX herein. In the event Defendants fail to make any such payment within twenty (20) days of its due date, the entire monetary balances under this Judgment then remaining become due and payable without notice and may be collected by execution, garnishment or other legal process, together with interest pursuant to Tenn. Code Ann. § 47-14-121 from the date of entry of this Judgment. Defendants

agree to pay all attorneys' fees and costs, including but not limited to, court costs associated with any such collection efforts.

25. Payment shall be delivered to the Consumer Advocate and Protection Division, Office of Attorney General as follows: The sum total of Eighty-Three Dollars (\$83.00) will be paid by Defendants per month until the last month, at which time the remaining balance will be due in full. Payments shall be made by a certified or cashier's check or money order made payable to "Treasurer, State of Tennessee," and mailed to the attention of Deputy Attorney General, Tennessee Attorney General's Office, Consumer Advocate & Protection Division, P.O. Box 20207, Nashville, TN 37202-0207. Said payments will be due on or before the first (1st) business day of each month, so that the first payment is due on or before May 3, 2010. For the twelfth (12th) month of the payment plan, a certified or cashier's check or money order in the amount of Eighty-Seven Dollars (\$87.00) shall be made payable to "Treasurer, State of Tennessee" and mailed to the attention of the address above.

26. If the entire amount anticipated by the State of Tennessee is not received or is received over time, any monies received shall first be attributed to attorneys' fees pursuant to paragraph 22, and next civil penalties pursuant to paragraph 23. If any other or additional sums are received by the State of Tennessee, they shall be paid to the State of Tennessee, which may use the sums for consumer protection purposes or other lawful purposes at the sole discretion of the Attorney General.

27. Defendants shall be required to retain proof of all payments to the State of Tennessee in the form of canceled checks for each payment for a full two (2) years following their final payment to the State. Defendants shall provide proof of all payments to the State within ten (10) days of a request for such information.

28. On the day of entry of this Judgment, Defendants shall provide the State with a current address and telephone number where they can be contacted and served with process in the event of default until the monetary portions of this Judgment is completed. Defendants shall further be required to provide any new address and telephone number within two (2) days of relocating to a new address or of obtaining a new telephone number. Service upon the Defendants for the purposes of enforcing the monetary portion of this Judgment in the event of default shall be effective upon mailing a notice via certified mail return receipt requested and waiting 30 days, if no response is received the State may obtain a default judgment or other adverse ruling sought by the State.

29. Defendants agree that if Defendants default on any monetary payment herein the State may set aside this Judgment and obtain a judgment including full restitution for all consumers including statutory interest and the full amount of civil penalties and other remedies that would have been available to the State prior to entry of this Judgment.

30. The Defendants are providing a sworn statement to the Attorney General which will be available for use by the State if the Defendants default under any of the monetary payment provisions of this Judgment. Upon default, this sworn statement becomes a part of this Judgment.

31. Defendants agree that any restitution payments required under this Judgment are priority claims under 11 U.S.C. § 507 (a)(6).

32. In the event of default of any monetary provision of this Judgment or any substantive proceeding based upon the monetary amount, Defendants agree that all statements set forth in the State's Complaint shall be deemed to be admitted for the limited purpose of establishing non-dischargeability of all sums paid hereunder. Specifically, Defendants agree that

all sums are non-dischargeable under 11 U.S.C. § 532(a)(2). Defendants further agree that in any subsequent proceeding based upon the monetary amount set forth in this Judgment, Defendants shall not contest the State's right to obtain the full amount due and owing, shall reaffirm any such debt if necessary in order to completely fulfill Defendants' monetary obligations to the State and shall not object in any manner or form that is contradictory to the terms of this Judgment to any proof of claim filed by the State.

33. Defendants agree that any and all such sums payable under this Judgment are non-dischargeable in a bankruptcy case. Defendants agree that the sworn statement executed pursuant to paragraph 30 becomes a part of this Judgment upon the filing of a bankruptcy and that it binds the Defendants in a bankruptcy case.

34. Defendants have represented and warranted that they have reviewed their financial situation and that:

(a) they are currently solvent within the meaning of 11 U.S.C. § 547(b)(3), and will remain solvent following their payment to the State of Tennessee hereunder. Further, the parties expressly warrant that in evaluating whether to execute this agreement, the Parties have:

(i) intended that the mutual promises, covenants and obligations set forth herein constitute a contemporaneous exchange for new value given to Defendants, within the meaning of 11 U.S.C. § 547(b)(1), and

(ii) concluded that these mutual promises, covenants and obligations do, in fact, constitute such a contemporaneous exchange; and

(b) the following are correct statements:

(i) the debtor was not insolvent within the meaning of 11 U.S.C. § 548(a)(1)(B)(ii) on the date of these promises, covenants and obligations and did not become insolvent within the meaning of that section as a result of these promises, covenants and obligations; and

(ii) the Defendants are receiving reasonably equivalent value, so as to take these promises, covenants and obligations outside the purview of 11 U.S. C. § 548 (a)(1)(B)(i).

35. Defendants shall give written notice of any bankruptcy filing to:

Deputy Attorney General
Consumer Advocate & Protection Division
Tennessee Attorney General's Office
P.O. Box 20207
Nashville, TN 37202

and

Division of Consumer Affairs
c/o TN Attorney General's Office
Bankruptcy Division
P.O. Box 20207
Nashville, TN 37202

X. COURT COSTS

36. Court costs have been assessed to Defendants in this matter for the amount of Three Hundred Fifty and 50/100 Dollars (\$350.50). No costs shall be taxed to the State as provided by Tenn. Code Ann. § 47-18-116. Further, no discretionary costs shall be taxed to the State.

37. Defendants warrant and represent that their current financial status prevents them from paying these court costs in full at the time of entry of this Judgment. Therefore, the State will pay the court costs in order to get the Judgment filed with the understanding that Defendants

will reimburse the State. Defendants have agreed to pay the sum total of Thirty Dollars (\$30.00) per month for court costs until the last month, at which time the remaining balance will be due in full. Payments shall be made by a certified or cashier's check or money order in the amount of Thirty Dollars (\$30.00) made payable to "Treasurer, State of Tennessee-Division of Consumer Affairs" and mailed to the attention of Deputy Attorney General, Tennessee Attorney General's Office, Consumer Advocate & Protection Division, P.O. Box 20207, Nashville, TN 37202-0207. Said payment will be due on or before the first (1st) business day of each month, so that the first payment is due on or before May 3, 2010. For the twelfth (12th) month of the payment plan, a certified or cashier's check or money order in the amount of Twenty Dollars and Fifty Cents (\$20.50) shall be made payable to "Treasurer, State of Tennessee-Division of Consumer Affairs" and mailed to the attention of the address above.

XI. GENERAL PROVISIONS

38. This Judgment may only be enforced by the parties hereto.

39. The titles and headers to each section of this Judgment are for convenience purposes only and are not intended by the parties to lend meaning to the actual provisions of the Judgment.

40. As used herein, the plural shall refer to the singular and the singular shall refer to the plural and the masculine and the feminine and the neuter shall refer to the other, as the context requires.

41. Nothing in this Judgment shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State of Tennessee. In addition, this Judgment shall not bar the State, or any other governmental entity from enforcing laws, regulations or rules against the Defendants.

42. Nothing in this Judgment constitutes an agreement by the State of Tennessee concerning the characterization of the amounts paid hereunder for purposes of any proceeding under the Internal Revenue Code or any state tax laws.

43. Defendants waive and will not assert any defenses Defendants may have to any criminal prosecution or administrative action relating to the conduct described in the State's Complaint, which defenses may be based, in whole or in part, on the Double Jeopardy or Excessive Fines Clauses of the Constitution or principles set forth in *Hudson v. United States*, 118 S. Ct. 488 (1997), and *Austin v. United States*, 509 U.S. 602 (1993), and agree that the amount that Defendants have agreed to pay under the terms of this Judgment is not punitive in effect or nature for purposes of such criminal prosecution or administrative action.

44. Defendants hereby expressly waive and relinquish any and all rights, remedies, appeals or other interests that they may possess to a jury trial or any derivative rights that flow from a trial by jury under the Tennessee Constitution or United States Constitution or any other law, regulation or rule.

45. No waiver, modification, or amendment of the terms of this Judgment shall be valid or binding unless approved by this Honorable Court and then only to the extent set forth in such written waiver, modification or amendment.

46. Any failure by any party to this Judgment to insist upon the strict performance by any other party of any of the provisions of this Judgment shall not be deemed a waiver of any of the provisions of this Judgment, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Judgment and the imposition of any applicable penalties, including but not limited to contempt, civil penalties and/or the payment of attorneys' fees to the State.

47. If any clause, provision or section of this Judgment shall, for any reason, be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other clause, provision or section of this Judgment and this Judgment shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

48. Defendants waive any and all challenges in law or equity to the entry of the Judgment by the courts. Further, Defendants have waived any right to appeal, petition for *certiorari*, move to reargue or rehear or to otherwise be heard in connection with any judicial proceedings under this Judgment.

49. Time shall be of the essence with respect to each provision of this Judgment that requires action to be taken by the Defendants within a stated time period or upon a specified date.

50. This Judgment sets forth the entire agreement between the parties, and there are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Judgment which are not fully expressed herein or attached hereto.

51. Nothing in this Judgment shall be construed to waive any claims of Sovereign Immunity the State may have in any action or proceeding.

52. This Judgment constitutes the complete agreement of the parties with regard to the resolution of the matters set forth in the State's Complaint. This Judgment is limited to resolving only matters set forth in the State's Complaint.

53. Defendants will not participate, directly or indirectly, in any activity to form a separate entity or corporation for the purpose of engaging in acts prohibited in this Judgment or

for any other purpose which would otherwise circumvent any part of this Judgment or the spirit or purposes of this Judgment.

54. The Defendants have provided the State with certain documents, advertisements, and contracts. The Defendants acknowledge and agree that providing these documents to the State in no way constitutes the State's pre-approval, review for compliance with state or federal law, or with this Judgment, or a release of any issues relating to such documents.

XII. REPRESENTATIONS AND WARRANTIES

55. Defendants represent and warrant that the execution and delivery of this Judgment is its free and voluntary act, that this Judgment is the result of good faith negotiations.

56. Defendants represent and warrant that signatories to this Judgment have authority to act for and bind the Defendants.

57. Defendants represent and warrant that the only way the term "notario publico" was used was on a sign located at 1500 Broad Street, Chattanooga, Tennessee.

58. Defendants represent and warrant they have only been in business in the State of Tennessee since November, 2005.

59. Defendants represent and warrant that they ceased doing business in Tennessee as a notary and as a translator in 2008.

60. Defendants represent and warrant that the sign located at 1500 Broad Street, Chattanooga, Tennessee has been changed so the terms "notario publico" and "abogados" do not appear.

61. Defendants represent and warrant that the financial information provided to the State of Tennessee is true, accurate, non-deceptive, and non-misleading.

62. The Defendants understand that the State expressly relies upon these representations and warranties and if said representations or warranties are false, inaccurate, deceptive, unfair or misleading in any way, the State has the right to move to vacate or set aside in whole or in part this Judgment or request that the Defendants be held in contempt or otherwise seek statutory sanctions and remedies, if the State so elects.

XIII. COMPLIANCE WITH ALL LAWS

63. Nothing in this Judgment shall be construed as relieving the Defendants of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions of this Judgment be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

XIV. PENALTY FOR FAILURE TO COMPLY

64. Defendants understand that upon execution and filing of this Judgment, any subsequent failure to comply with the terms hereof is *prima facie* evidence of a violation of the Tennessee Consumer Protection Act.

65. Defendants understand and acknowledge that pursuant to the provisions of the Notaries Public Statute, Tenn. Code Ann. §§ 8-16-401(a) and 8-16-403, any knowing violation of the terms of this Judgment shall be *prima facie* evidence of a violation of the Tennessee Consumer Protection Act and punishable by civil penalties of not more than Two Thousand Dollars (\$2,000.00) for each violation, in addition to any other appropriate sanctions including but not limited to contempt sanctions and the imposition of attorneys' fees and civil penalties.

XV. MONITORING FOR COMPLIANCE

66. Upon request, Defendants shall provide books, records or documents to the State at any time, and further, to informally, or formally under oath, provide testimony or other

information to the State relating to compliance with this Judgment. Defendants shall make any requested information available within one (1) week of the request, at the Office of the Attorney General or at such other location within the State of Tennessee as is mutually agreeable in writing to Defendants and the Attorney General. This shall in no way limit the State's right to obtain documents, records, testimony or other information pursuant to any law, regulation, or rule.

67. Within thirty (30) days of the entry of this Judgment, Defendants shall submit a copy of this Judgment to each of its officers, directors, employees and any third parties who act directly or indirectly on behalf of the Defendants as an agent, independent contractor or who are involved in conducting business in the State of Tennessee. Within forty-five (45) days of entry of this Judgment, Defendants shall provide the State with an affidavit verifying and certifying that all required persons have been supplied with a copy of this Judgment.

68. The State of Tennessee has the right to test shop Defendants for the purpose of confirming compliance with this Judgment and state law. The test shoppers are not required to disclose that they are representatives of the State of Tennessee when making contact with Defendants. Further, the State of Tennessee may record (audio and/or video) any or all aspects of its solicitations or visit(s) with Defendants in audio or video form without notice to Defendants. The Defendants agrees to void any sale that is commenced by a test shopper at the conclusion of the sale upon notification that it was test shopping conducted by the State.

XVI. PRIVATE RIGHT OF ACTION

69. Nothing in this Judgment shall be construed to affect any private right of action that a consumer may hold against Defendants.

XVII. NOTIFICATION TO STATE

70. For five (5) years following execution of this Judgment, Defendants shall notify the Attorney General, c/o Consumer Advocate & Protection Division, Post Office Box 20207, Nashville, Tennessee 37202-0207, in writing at least thirty (30) days prior to the effective date of any proposed changes in its corporate structure, such as dissolution, assignment, or sale resulting in the emergence of a successor corporation or firm, the creation or dissolution or subsidiaries, or any other changes in Defendants' status that may affect compliance with obligations arising out of this Judgment.

71. Any notices required to be sent to the State or the Defendants by this Judgment shall be sent by United States mail, certified mail return receipt requested or other nationally recognized courier service that provides for tracking services and identification of the person signing for the document. The documents shall be sent to the following addresses:

For the Tennessee Attorney General:

Deputy Attorney General
Office of the Attorney General
Consumer Advocate and Protection Division
Post Office Box 20207
Nashville, Tennessee 37202
Telephone: (615) 741-1671

For the Defendants:

Juan Hernandez
Owner
Centro Azteca
1500 Broad Street
Chattanooga, TN 37408

XVIII. WAIVER OF SERVICE AND SUBMISSION TO COURTS JURISDICTION

72. Defendants, by signing this Agreed Final Judgment, waive service of process and voluntarily submit to the jurisdiction of this Court.

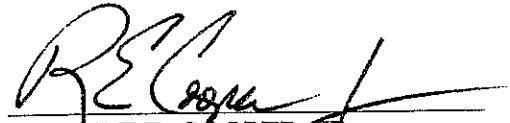
IT IS SO ORDERED, ADJUDGED AND DECREED.

ENTER:

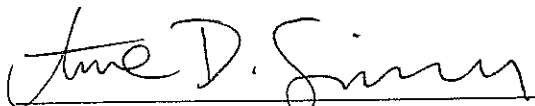
W. Frank Brown, Jr.
CHANCELLOR

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR THE STATE OF TENNESSEE:



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



ANNE D. SIMMONS B.P.R. No. 26272
Assistant Attorney General
JEFFREY L. HILL B.P.R. No. 16731
Senior Counsel
State of Tennessee
Office of the Attorney General
Consumer Advocate & Protection Division
Post Office Box 20207
Nashville, TN 37202-0207
Telephone: (615) 532-2590
Facsimile: (615) 532-2910

APPROVED BY:



MARY CLEMENT, DIRECTOR
Division of Consumer Affairs

FOR THE DEFENDANT:

Juan Hernandez

Juan Hernandez

Owner

Centro Azteca

1500 Broad Street

Chattanooga, TN 37408

Phone:

Facsimile:

Email:

DEFENDANTS, JUAN HERNANDEZ, INDIVIDUALLY AND DOING BUSINESS AS
CENTRO AZTECA

SIGNATURE AND ACKNOWLEDGMENT

Defendants, Juan Hernandez individually and doing business as Centro Azteca have read and understand this Agreed Final Judgment and each of its terms. Defendants, Juan Hernandez individually and doing business as Centro Azteca admit to the jurisdiction of the Court in this matter and consent to the entry of this Judgment. Defendants, Juan Hernandez individually and doing business as Centro Azteca agree to each and every term contained herein.

I, Juan Hernandez, being first duly sworn on oath, depose and say that I am the owner and operator of Centro Azteca sued by the State of Tennessee and am fully authorized and empowered to sign this Agreed Final Judgment on behalf of myself and Centro Azteca, and bind the same to the terms hereof.

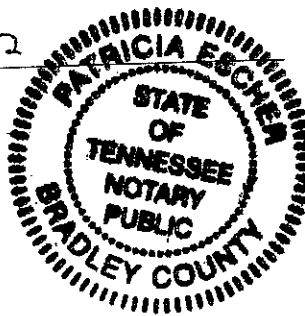

Juan HERNANDEZ
JUAN HERNANDEZ

SUBSCRIBED AND SWORN to before
me this 3 day of April, 2010.

Patricia Escher

Notary Public

My Commission Expires: 3-20-12



The undersigned hereby certifies that a copy of this order has been mailed to all parties or their counsel in this case.

This 3rd day of May, 2010
S. LEE AKERS, C & M
By LA 2N DC & M