

**IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE
SIXTH JUDICIAL DISTRICT AT KNOXVILLE**

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

Plaintiff,)

v.)

MARLENE GARCIA, individually and)
doing business as API ASISTENCIA)
PROFESIONAL INMIGRATORIA)
a sole proprietorship owned and operated)
by MARLENE GARCIA,)

Defendant.)

No. 177888-2

ENTERED

MAY 25 2010

HOWARD G. HOGAN

1152-148

AGREED FINAL JUDGMENT

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 Defendant, Marlene Garcia, individually and doing business as API Asistencia Profesional Inmigratoria, a sole proprietorship owned and operated by Marlene Garcia ("Defendant"), as evidenced by her signature, do consent to the entry of this Judgment and its provisions. Defendant enters into this Judgment to avoid the time and expense associated with litigation. This is an Agreed Final Judgment ("Judgment") for which execution may issue.

Defendant hereby accepts and expressly waives any defect in connection with service of process issued on the Defendant by the State.

This Agreed Final Judgment is entered into by Defendant as her own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed upon her by this Agreed Final Judgment, and she consents to its entry without further notice, and avers that no offer, agreement or inducement of any nature whatsoever has been made to her by the Plaintiff or their attorneys or any employee of the Attorney General's Office to procure this Agreed Final Judgment.

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.

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

Defendant has, by signature of Marlene Garcia, 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.

This Judgment only resolves the specific matter set forth in the State's Complaint arising under §§ 8-16-401 and 23-3-101 *et seq.* prior to entry of this Judgment. The State's allegations relate to the specific signs located at 4827 Newcom Avenue, Knoxville, Tennessee, 37919 between December 2007 and May 2009 and a business card distributed between December 2007 and October 2008 which violated the Notaries Public statute by advertising as a notario publico without the required disclaimer. Additionally, the State alleges travel authorizations for minors and property transfers prepared by the Defendant constitute the practice of law as defined by § 23-3-101. 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, any other representations or warranties regarding the providing of legal services and/or any other acts or practices constituting the practice of law. Under Tenn. Code Ann. § 8-16-401, a notary public who is not licensed to practice law in Tennessee and advertises his or her 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. Further, under Tenn. Code Ann. § 23-3-103(a), individuals are prohibited from engaging in the practice of law or law business without a license.

The Defendant advertised through signs at the business location and on business cards distributed by the Defendant the services of a “Notario Publico” without the required disclaimer. Defendant also created specific “agreements” and sold them to Tennessee consumers. Due to the Defendant’s actions, the State filed a Complaint in Knox County Chancery Court. The State and the Defendant have since reached the agreement annunciated in this Judgment.

1. JURISDICTION

1.1 Jurisdiction of this Court over the subject matter and over the Defendant 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. Defendant agrees to pay all court costs and attorneys' fees associated with any successful petitions to enforce any provision of this Judgment against the Defendant.

2. VENUE

2.1 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 Knox County, Tennessee.

2.2 Pursuant to Tenn. Code Ann. § 23-3-103(c)(2), venue as to all matters between the parties relating hereto or arising out of this Judgment is solely in Knox County, Tennessee.

3. PARTIES

3.1 Defendant warrants and represents that she is the proper party to this Judgment. Defendant's principal place of business is 4827 Newcom Avenue, Knoxville, Tennessee 37919. Defendant further acknowledges that she understands that the State expressly relies upon this representation and warranty and, 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 Defendant be held in contempt, if the State so elects.

3.2 Defendant, Marlene Garcia, individually and doing business as API Asistencia Profesional Inmigratoria, a sole proprietorship owned and operated by Marlene Garcia, represents that these are the true legal names of the entities entering into this Judgment. Further, Defendant represents and warrants that API Asistencia Profesional Inmigratoria is not incorporated or otherwise authorized to do business in the State of Tennessee but is rather merely a business name of Marlene Garcia. The Defendant understands 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 Defendant be held in contempt or otherwise seek sanctions and remedies, if the State so elects.

4. DEFINITIONS

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

- 4.1 "Agreed Final Judgment" or "Judgment" shall refer to this document entitled Agreed Final Judgment in the matter of *State of Tennessee v. Marlene Garcia, individually and doing business as API Asistencia Profesional Inmigratoria, a Tennessee company*.
- 4.2 "Attorney General" means Office of the Tennessee Attorney General.
- 4.3 "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.
- 4.4 "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.
- 4.5 "Defendant," "Marlene Garcia" or "API Asistencia Profesional Inmigratoria" shall refer to Marlene Garcia, individually and doing business as API Asistencia Profesional Inmigratoria, a sole proprietorship owned and operated by Marlene Garcia, and/or any and all officers, directors, owners, employees, managers,

partners, parents, subsidiaries, successors, assigns, agents and representatives acting on behalf of Marlene Garcia, individually and doing business as API Asistencia Profesional Inmigratoria, a sole proprietorship owned and operated by Marlene Garcia.

- 4.6 "Division" or "Division of Consumer Affairs" shall refer to the Tennessee Division of Consumer Affairs of the Department of Commerce and Insurance.
- 4.7 "Tennessee Consumer Protection Act" or "Consumer Act" shall refer to the Tennessee Consumer Protection Act of 1977 and related statutes found at Tenn. Code Ann. § 47-18-101 *et seq.*
- 4.8 "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.*
- 4.9 "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.*

5. APPLICATION OF JUDGMENT TO DEFENDANT AND HER SUCCESSORS

5.1 Defendant agrees that the duties, responsibilities, burdens and obligations undertaken in connection with this Judgment shall apply to the Defendant, to each of her 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 her behalf.

6. PERMANENT INJUNCTION AND REHABILITATION

Accordingly, it is hereby agreed by the Defendant that immediately upon the entry of this Judgment, pursuant to Tenn. Code Ann. §§ 47-18-108(a)(4), 23-3-103(c)(1) and (c)(3), Defendant and anyone in concert with her, 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

6.1 Defendant 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.*

6.2 Defendant 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.

6.3 Defendant 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.

6.4 Defendant 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 Defendant.

6.5 Defendant shall be prohibited from representing or implying that any procedures or other acts or practices hereafter used or engaged in by Defendant have been approved, in whole or in part, by the State.

7. ATTORNEYS' FEES AND COSTS TO THE STATE

7.1 Pursuant to Tenn. Code Ann. §§ 47-18-108(b)(3) and 47-18-108(a)(5), Defendant shall pay the sum of One Thousand Dollars (\$1,000.00) 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. The payment shall be made in quarterly increments by providing a certified or cashier's check made payable to the "Treasurer, State of Tennessee."

8. CIVIL PENALTIES

8.1 Pursuant to Tenn. Code Ann. § 47-18-108(b)(3), Defendant shall pay the sum of One Thousand Dollars (\$1,000.00) to the State of Tennessee as a civil penalty for the Defendant's acts and/or practices described. Said payment shall be made in quarterly increments by providing the Attorney General with a certified check made payable to the "Treasurer, State of Tennessee."

9. FORBEARANCE ON EXECUTION AND DEFAULT

9.1 No execution or garnishment on the monetary portion of this Judgment shall issue so long as the Defendant makes payments in accordance with paragraphs 7 and 8 herein. In the event Defendant fails 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. Defendant agrees to pay all attorneys' fees and costs including, but not limited to, court costs, associated with any such collection efforts.

9.2 Payment shall be delivered to the Consumer Advocate and Protection Division, Office of Attorney General as follows: \$500.00 due before the close of business on July 6, 2010; \$500.00 due before the close of business October 4, 2010; \$500.00 due before the close of business January 3, 2011 and \$500.00 due before the close of business April 4, 2011. All payments shall be made by certified or cashier's check made payable to the "Treasurer, State of Tennessee"

9.3 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 7.1 and next to the payment to the general fund pursuant to paragraph 8.1. If any other or additional sums are received by the State of Tennessee, the sums shall be paid to the State of Tennessee, and may be used for consumer protection purposes or other lawful purposes at the sole discretion of the Attorney General.

9.4 Defendant 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 her final payment to the State. Defendant shall provide proof of all payments to the State within ten (10) days of a request for such information.

9.5 On the day of entry of this Judgment, Defendant shall provide the State with a current address and telephone number where she can be contacted and served with process in the event of default until the monetary portion of this Judgment is completed. Defendant 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 Defendant 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.

9.6 Defendant agrees that if Defendant defaults on any monetary payment herein, the State may set aside this Judgment and obtain a judgment including the full amount of civil penalties and other remedies that would have been available to the State prior to entry of this Judgment.

9.7 The Defendant is providing a sworn statement to the Attorney General which will be available for use by the State if the Defendant defaults under any of the monetary payment

provisions of this Judgment. Upon default, this sworn statement becomes a part of this Judgment.

9.8 In the event of default of any monetary provision of this Judgment or any substantive proceeding based upon the monetary amount, Defendant agrees 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, Defendant agrees that all sums are nondischargeable under 11 U.S.C. § 532(a)(2). Defendant further agrees that in any subsequent proceeding based upon the monetary amount set forth in this Judgment, Defendant 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 Defendant's 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.

9.9 Defendant agrees that any and all such sums payable under this Judgment are non-dischargeable in a bankruptcy case. Defendant agrees that the sworn statement executed pursuant to paragraph 9.7 becomes a part of this Judgment upon the filing of a bankruptcy and that it binds the Defendant in a bankruptcy case.

9.10 Defendant has represented and warranted that she has reviewed her financial situation and that:

(a) she is currently solvent within the meaning of 11 U.S.C. § 547(b)(3), and will remain solvent following her 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 the Defendant, 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 Defendant is 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).

9.11 Defendant 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 37202-0207

And

Division of Consumer Affairs
c/o TN Attorney General's Office,
Bankruptcy Division
P.O. Box 20207
Nashville, TN 37202-0207

10. GENERAL PROVISIONS

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

10.2 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.

10.3 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.

10.4 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 Defendant.

10.5 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.

10.6 Defendant waives and will not assert any defenses Defendant 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 Defendant has 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.

10.7 Defendant hereby expressly waives and relinquishes any and all rights, remedies, appeals or other interests that she 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.

10.8 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.

10.9 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.

10.10 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.

10.11 Defendant waives any and all challenges in law or equity to the entry of the Judgment by the courts. Further, Defendant has 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.

11. REPRESENTATIONS AND WARRANTIES

11.1 Defendant represents and warrants that the execution and delivery of this Judgment is her free and voluntary act, that this Judgment is the result of good faith negotiations.

11.2 Defendant represents and warrants that signatories to this Judgment have authority to act for and bind the Defendant.

11.3 Defendant represents and warrants that the only way the term "notario publico" was used was in the signs at her place of business used between December 2007 and May 2009 and on the Defendant's business card used between December 2007 and October 2008.

11.4 Defendant represents and warrants she has only been in business in the State of Tennessee since February 2004.

11.5 Defendant represents and warrants that she has provided notary public services to approximately 10,000 consumers in the State of Tennessee since she commenced doing business in the State of Tennessee.

11.6 Defendant represents and warrants that the only agreements Defendant prepared for Tennessee consumers which may violate the Unauthorized Practice and Improper Conduct statutes were travel authorizations for minors and property transfers. Defendant represents and warrants that she has prepared approximately two (2) of these agreements a year for Tennessee consumers.

11.7 Defendant represents and warrants that the financial information provided to the State of Tennessee is true, accurate, non-deceptive, and non-misleading.

11.8 The Defendant understands 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 Defendant be held in contempt or otherwise seek statutory sanctions and remedies, if the State so elects.

12. COMPLIANCE WITH ALL LAWS

12.1 Nothing in this Judgment shall be construed as relieving the Defendant 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.

13. PENALTY FOR FAILURE TO COMPLY

13.1 Defendant understands 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 and the Unauthorized Practice and Improper Conduct statutes.

13.2 Defendant understands and acknowledges 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 additional civil penalties.

14. MONITORING FOR COMPLIANCE

14.1 Upon request, Defendant 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. Defendant 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 the Defendant 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.

14.2 Within thirty (30) days of the entry of this Judgment, Defendant shall submit a copy of this Judgment to each of her officers, directors, employees and any third parties who act directly or indirectly on behalf of the Defendant 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, Defendant shall provide the State with an affidavit verifying and certifying that all required persons have been supplied with a copy of this Judgment.

14.3 The State of Tennessee has the right to test shop the Defendant 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 the Defendant. Further, the State of Tennessee may record (audio and/or video) any or all aspects of its solicitations or visit(s) with the Defendant in audio or video form without notice to Defendant. The Defendant 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.

15. PRIVATE RIGHT OF ACTION

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

16. NOTIFICATION TO STATE

16.1 For five (5) years following execution of this Judgment, Defendant 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 her 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 Defendant's status that may affect compliance with obligations arising out of this Judgment.

16.2 Any notices required to be sent to the State or the Defendant 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 37202-0207
Telephone: (615) 741-1671

For the Defendant:

Marlene Garcia
API Asistencia Profesional Inmigratoria
4827 Newcom Avenue
Knoxville, TN 37919
Telephone: (865) 588-2440


17. PAYMENT OF COURT COSTS

17.1 All court costs associated with this action and any other incidental costs or expenses incurred thereby shall be borne by the Defendant. 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.

18. WAIVER OF SERVICE AND SUBMISSION TO COURT'S JURISDICTION

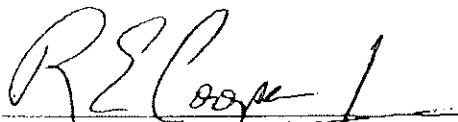
18.1 Defendant, by signing this Agreed Final Judgment, waives service of process and voluntarily submits to the jurisdiction of this Court.

IT IS SO ORDERED, ADJUDGED AND DECREED.


A handwritten signature in black ink, appearing to read 'D. R. H.', is written over a horizontal line. Below the line, the word 'JUDGE' is printed in a simple, sans-serif font.

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR THE STATE OF TENNESSEE:



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



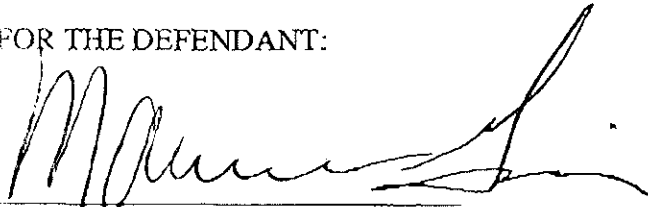
ANNE D. SIMMONS B.P.R. No. 26272
Assistant Attorney General
JEFFREY L. HILL B.P.R. No. 16731
Senior Counsel
State of Tennessee
Office of the Attorney General
Consumer Advocate & Protection Division
Post Office Box 20207
Nashville, TN 37202-0207
Telephone: (615) 532-2590
Facsimile: (615) 532-2910

APPROVED BY:

A handwritten signature in cursive script, reading "Mary Clement". The signature is written in black ink and is positioned above the printed name and title.

MARY CLEMENT, DIRECTOR
Division of Consumer Affairs

FOR THE DEFENDANT:



Marlene Garcia

Owner

API Asistencia Profesional Inmigratoria

4827 Newcom Avenue

Knoxville, TN 37919

Phone: (865) 588-2440

Facsimile:

Email: assitpi@bellsouth.net

DEFENDANT MARLENE GARCIA INDIVIDUALLY AND DOING BUSINESS AS API ASISTENCIA PROFESIONAL INMIGRATORIA

SIGNATURE AND ACKNOWLEDGMENT

Defendant Marlene Garcia individually and doing business as API Asistencia Profesional Inmigratoria has read and understands this Agreed Final Judgment and each of its terms. Defendant Marlene Garcia individually and doing business as API Asistencia Profesional Inmigratoria admits to the jurisdiction of the Court in this matter and consents to the entry of this Judgment. Defendant Marlene Garcia individually and doing business as API Asistencia Profesional Inmigratoria agrees to each and every term contained herein.

I, Marlene Garcia, being first duly sworn on oath, depose and say that I am the owner and operator of API Asistencia Profesional Inmigratoria sued by the State of Tennessee and am fully authorized and empowered to sign this Agreed Final Judgment on behalf of myself and API Asistencia Profesional Inmigratoria, and bind the same to the terms hereof.

[Handwritten signature of Marlene Garcia]
MARLENE GARCIA

SUBSCRIBED AND SWORN to before me this 6th day of Aug., 2009.

[Handwritten signature of Daren L. Martin]

Notary Public

My Commission Expires: 7-14-10

