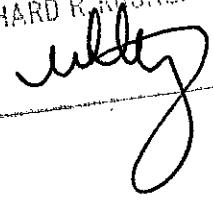


IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
TWENTIETH JUDICIAL DISTRICT AT NASHVILLE

FILED
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RICHARD R. ROOPER, CLERK



STATE OF TENNESSEE, *ex rel*)
ROBERT E. COOPER, JR., ATTORNEY)
GENERAL and REPORTER,)
)
Plaintiff,)
)
v.)
)
MICHAEL H. SNEED,)
)
Defendant.)

Case No. 09C2025

AGREED ORDER ISSUING STATUTORY TEMPORARY INJUNCTION

The State's Motion for Statutory Temporary Injunction was scheduled to be heard on Friday, July 17, 2009 at 11:00 a.m. before the Honorable Judge Joseph P. Binkley. Based upon the agreement of the parties, the record in this matter and upon Court approval,

IT IS ORDERED, ADJUDGED AND DECREED that:

1. **Jurisdiction and Venue.** This Court has jurisdiction of the subject matter of this case and the parties pursuant to Tenn. Code Ann. §§ 23-3-103(c)(2) and 47-18-108. Venue is proper in Davidson County pursuant to Tenn. Code Ann. §§ 23-3-103(c)(2)(A) and (B) and 47-18-108(a)(3), because it is the county where the conduct alleged in the Complaint took place and continues to take place. Defendant was served with the State's Complaint on June 16, 2009 and subsequently was provided a copy of the State's Motion for Statutory Temporary Injunction and related exhibits and Memorandum.

2. **Necessary Proof Exists for Issuance of Injunction.** The Court finds that the record established the necessary proof for issuance of a statutory temporary injunction. The Court finds

that a showing of immediate and irreparable harm is assumed with the violation of a statute.

Proof of immediate and irreparable harm or the inadequacy of other remedies is not required for a statutory injunction.

3. **Waiver of Finding of Facts and Conclusions of Law.** The Defendant consents to the Court's jurisdiction and authority to enter this Agreed Order and waives any defense or argument that this Agreed Temporary Injunction does not contain a finding of facts or conclusion of law.

THIS AGREEMENT DOES NOT IMPLY THAT THE DEFENDANT WAIVES ANY OTHER RIGHTS OR DEFENSES IN THIS ACTION OR ANY OTHER ACTION.

4. **Appearance pro se.** The Defendant in this action has chosen to represent himself and has declined the opportunity to hire and be represented by counsel.

5. **No bond required.** No bond is required of the State of Tennessee for the issuance of this statutory temporary injunction pursuant to Tenn. Code Ann. §§ 23-3-103(c)(3) and 47-18-108(a)(4).

off M.S. US

ORDER OF TEMPORARY INJUNCTION

6. **Definitions.** For the purposes of this Order, the following terms are defined as:

- a. **"Clearly and Conspicuously"** shall mean a statement that, regardless of the medium in which it is made, is readily understandable and presented in such size, color, contrast, duration, physical or temporal location or volume (if applicable), compared to the other information with which it is presented, that it is readily apparent to the person to whom it is disclosed. If a statement modifies, explains, or clarifies other information with which it is presented, that statement may not contradict or be inconsistent with any other information with which it is presented. If a statement is necessary to prevent other information from being unfair, misleading or deceptive, then the statement must be presented in proximity to that other information, in a manner that is readily noticeable, readable, and understandable, and it must not be obscured in any manner. To be "Clear and Conspicuous" warnings, disclosures, limitations, or exceptions must be set out in close temporal or physical conjunction with the benefits or items described or referenced, or with appropriate captions, of such prominence that warnings, disclosures, limitations, or exceptions are not minimized, rendered obscure, presented in an ambiguous fashion, or intermingled with the context of another statement so as to be confusing, contradictory, or misleading.
- b. **"Consumer" or "Client"** shall mean 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.

- c. **“Deceptive” or “Deception”** shall mean causing or tending to cause a consumer to believe that it is false or misleading or tending to mislead a consumer as to a matter of fact.
- d. **“Defendant”** shall refer to Michael H. Sneed and/or any and all officers, directors, owners, employees, managers, partners, parents, subsidiaries, successors, assigns, agents and representatives acting on behalf of Michael H. Sneed.
- e. **“Legal services”** shall mean any service which would constitute the practice of law or law business under Tenn. Code Ann. § 23-3-101 *et seq.*
- f. **“Law business”** shall mean the 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.
- g. **“Order” or “Agreed Order”** shall refer to this Agreed Order Issuing Statutory Temporary Injunction.
- h. **“Practice of law”** shall mean 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.
- i. **“TCPA”** shall refer to the Tennessee Consumer Protection Act of 1977 and related statutes found at Tenn. Code Ann. § 47-18-101 *et seq.*
- j. **“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.*
- k. **“Unfair” or “Unfairness”** shall mean causing substantial injury to consumers which is not reasonably avoidable by consumers themselves and not outweighed by countervailing benefits to consumers or to competition.

AGREED STATUTORY TEMPORARY INJUNCTION

7. Pursuant to Tenn. Code Ann. § 47-18-108(a)(1) and (a)(4), based on the above, the

Defendant and/or any officers, directors, agents, successors and assigns, and any other persons in active concert or participation with the above-named Defendant who receive actual notice of this temporary injunction are prohibited from directly or indirectly engaging in the following conduct:

- a. The practice of law or law business in the State of Tennessee;
- b. Any act or practice that violates Tenn. Code Ann. § 23-3-101, *et seq.*, relating to the unauthorized practice of law;
- c. Representing or implying in any way that Defendant is licensed or otherwise authorized to practice law in the State of Tennessee;
- d. Any unfair or deceptive acts or practices in the conduct of Defendant's business that violate the TCPA, Tenn. Code Ann. § 47-18-101, *et seq.*;
- e. Failing to clearly and conspicuously disclose and inform consumers including, but not limited, to clients existing at the time of the suspension Order, that the Defendant has been suspended from the practice of law and cannot legally offer legal services in the State of Tennessee;
- f. Advertising, promoting, selling or offering for sale legal services or law business when Defendant cannot legally and lawfully offer those services in the State of Tennessee;
- g. Maintaining an office or any other place of work with a sign or any other indication or representation of any type that Defendant is an attorney at law or term or phrase of similar import;
- h. Representing, stating, promoting, advertising, claiming, airing, publishing, posting or implying or otherwise making available to consumers any advertisement, voicemail message or other representation that Defendant is an attorney, attorney at law, lawyer, abogado, licenciado, or terms or phrases of similar import, during any time that Defendant's license to practice law is suspended or during any time that Defendant is otherwise not in good standing or in possession of a valid Tennessee law license, such as but not limited to disbarment;
- i. Advising, counseling or meeting with consumers or clients for the purpose of giving legal advice in new or pending legal matters;

- j. Entering or attempting to enter into any contract or agreement to represent or provide legal services to any consumer in the State of Tennessee or in any court or tribunal in the state of Tennessee;
- k. Appearing in any court in the State of Tennessee representing any person or business other than himself;
- l. Representing or implying that Defendant's legal services have approval, characteristics, uses or benefits that Defendant's legal services do not have or involve;
- m. Representing or implying that a consumer transaction involving legal services confers or involves rights, remedies or obligations that it does not have or involve;
- n. Causing likelihood of confusion or misunderstanding as to Defendant's affiliation, connection or association with, or certification by the Board of Professional Responsibility, the Tennessee Board of Law Examiners, the Tennessee Supreme Court, or other State of Tennessee agencies, or entities;
- o. Making or preparing any pleading or filing with any court in the State of Tennessee on behalf of any person or business other than himself;
- p. Upon entry of this agreed temporary injunction order, accepting, collecting, cashing, transferring, depositing, or otherwise processing any monies or valuable consideration from any consumer into any of his bank accounts or any bank account that he has an interest in for any monies or other valuable consideration from any person for legal services to be performed or performed by the Defendant. Defendant shall immediately provide any such monies received under fee agreements or other oral agreements entered into before the entry of this Order to the attorney appointed pursuant to the requested temporary injunction; and
- q. Transferring, disposing of, or otherwise removing any assets from his offices or residence, any bank or escrow accounts that contain funds relating in any way to his representation of persons as an attorney or when engaging in law business in the State of Tennessee or on behalf of any consumer or clients in the State of Tennessee.

RECORDS

8. Further, on the day of entry of this Order, Defendant shall provide the Court with an accounting of all assets in his possession or held on his behalf relating to his representation of consumers as clients or when engaging in law business in the State of Tennessee or on behalf of any consumer in the State of Tennessee and a list of all bank accounts and the amounts in those

accounts.

RECEIVER

the attorneys already appointed in Judge Fishburns order

M.C. Utz

9. Further, this Court hereby appoints _____, a licensed attorney in the State of Tennessee to inventory the files of the Defendant and take any action deemed appropriate to protect the interests of the consumers who retained the Defendant to provide legal services or legal representation including retaining the files in such a fashion to protect and preserve any confidences and privileges such as, but not limited to, attorney-client, work product or other confidences that might attach to each such file, document or information as it relates to a specific consumer or client's legal affairs. In addition, the State requests that the attorney appointed have all powers, duties and obligations of an attorney appointed under Rule 9, Section 22 of the Rules of the Tennessee Supreme Court. Any third party in possession of any files of the Defendant or Defendant's former clients who is made aware of this Court's Order be required to deliver any such files, or copies thereof to the attorney so appointed. Defendant agrees not to object to any attorney so appointed by the Court. All parties that have possession of or review any such files, records or documents will take all necessary steps to ensure that any confidences and privileges such as, but not limited to, attorney-client, work product and other confidences that might attach to each such file, document or information are preserved.

10. Further, before any document shall be released in a fashion inconsistent with this Order or the client's expectation of privacy in legal documents in the possession of his attorney, said party must obtain this Court's approval at an appropriate Hearing. In the event specific consumer files, documents or other information are to be released or disclosed, (a) the consumer or client whose files are to be considered by the court for some release or disclosure, (b) the Defendant, (c) the State and (d) the appointed receiver, shall all have at least ten (10) business days notice of

any such Hearing and shall have an opportunity to be heard and to object to the release or disclosure of any such documents, files or information. All parties in possession of a copy of the documents, files or information are hereby prohibited from releasing said documents in any fashion inconsistent with preserving all privileges or other confidences that might attach to the document, file or information of the client or that would violate this Order.

FULL FORCE AND EFFECT

11. This Injunction Order shall remain in full force and effect until completion of a trial on the merits unless otherwise expressly ordered in writing by this Court. No further service or notice shall be required by the State on Defendant.

12. Should the Tennessee law license of Defendant be reinstated prior to the conclusion of this case, Defendant must first petition this court before resuming the practice of law.

APPLICABILITY OF ORDER

13. It is hereby Ordered, Adjudged and Decreed that Defendant shall provide notice of this Order to each of their 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 or constructive notice of this Temporary Injunction Order on the day of entry of this Order.

The State Agrees That should Defendant's License be reinstated prior to the conclusion of this case that it will work with

the Defendant and the Court to have a hearing on the Defendant's request as expeditiously as possible.

*CSJ/S
M.C.*

HEARING

14. Upon motion of the State, the court shall set an expedited hearing for consideration of whether based upon the financial information provided under this Order, it is appropriate for monies to be placed into a court account by the Defendant for possible consumer restitution pending a final determination in this matter.

ATTORNEYS' FEES RESERVED

15. This Agreed Order expressly reserves Defendant's payment of attorneys' fees and costs

to the State of Tennessee relating to the State's Motion for Statutory Temporary Injunction and this Agreed Order for a future hearing. This Agreed Order does not entitle Defendant to seek or to obtain attorneys' fees as a prevailing party under any statute, regulation, or rule, and Defendant further waive any rights to attorneys' fees that may arise under such, statute, regulation or rule.

16. This Order may only be enforceable by the Court and the parties to this Action.

PENALTIES FOR FAILURE TO COMPLY

17. Defendant understands and acknowledges that pursuant to the provisions of the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-108(c), any knowing violation of the terms of this Agreed Order shall be 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.

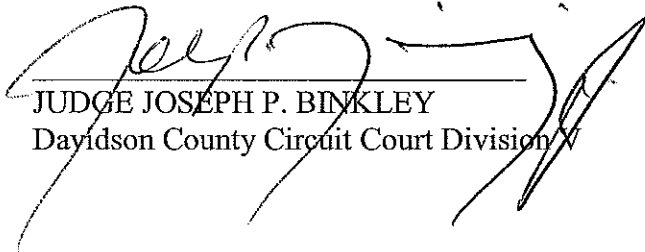
18. Defendant understands that upon execution and filing of this Agreed Order, any subsequent failure to comply with the terms hereof is a prima facie evidence of a violation of the Tennessee Consumer Protection Act.

19. Defendant understands and acknowledges that pursuant to the provisions of the Tennessee Consumer Protection Act, Tenn. Code Ann. § 23-3-103(c)(1), any knowing violation of the terms of this Agreed Order shall be punishable by civil penalties of not more than Ten Thousand Dollars (\$10,000.00) 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.

COURT COSTS

20. Defendant shall pay all court costs associated with entry of this Agreed Order and the related hearing for approval. No costs shall be taxed to the State as provided by Tenn. Code Ann. §§ 47-18-108(a)(4) and 47-18-116.

SO ORDERED, this _____ day of _____, 2009, at _____ .m.



JUDGE JOSEPH P. BINKLEY
Davidson County Circuit Court Division V

JOINTLY SUBMITTED BY:

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

A handwritten signature in cursive script, appearing to read "Anne Simmons", written over a horizontal line.

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