

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

STATE OF TENNESSEE, *ex rel.* ROBERT)
E. COOPER, JR.,)
)
Plaintiff,)
)
v.)
)
JULIO BARILLAS individually and)
doing business as REEMBOLSOS RAPIDOS)
and J B SERVICES,)
)
Defendants.)

No. CH-01-0920-1

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, (hereinafter collectively "State") and Defendants, Julio Barillas, individually and doing business as Reembolsos Rapidos and J B Services (hereinafter collectively "Defendants"), as evidenced by their signatures, do consent to the entry of this Judgment and its provisions. Defendants enter into this Judgment to avoid the time and expense associated with litigation. This is an Agreed Final Judgment ("Order" or "Judgment") for which execution may issue.

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

This Agreed Final Judgment is entered into by 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 it by this Agreed Final Judgment, and they consent to its entry without further notice, and avers 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.

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 Defendants and shall be binding on any and all future purchasers, merged parties, inheritors, or other successors in interest to Defendants.

Defendants have, by signature of their counsel hereto, 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 Order only resolves the specific matter set forth in the State's Complaint arising under Tenn. Code Ann. § 8-16-401 relating solely to the specific advertisement published in *La Prensa Latina* on September 21, 2008, both of which violated the Notaries Public statute by advertising as a notario publico without the required disclaimer. 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 as well as the language used in the advertisement.

Defendants published an advertisement in the *La Prensa Latina* the week of September 21, 2008 which stated the Defendants were a “Notario Público.” The advertisement did not contain the disclaimer required by Tenn. Code Ann. § 8-16-401. The State gave Defendants notice of its intent to sue as provided for in Tenn. Code Ann. § 47-18-108(a)(2). Due to the Defendants’ actions in violation of Tenn. Code Ann. § 8-16-401, the State filed a Complaint in the Chancery Court for Shelby County, Tennessee. The State and the Defendants have reached the agreement annunciated in this Judgment.

1. JURISDICTION

1.1 Jurisdiction of this Court over the subject matter and over the Defendants for the purpose of entering into and enforcing this Order 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 Order, 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 Order against the Defendants.

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 Order is solely in Shelby County, Tennessee.

3. PARTIES

3.1 Defendants warrant and represent that they are the proper parties to this Order. Their principal place of business is 5945 Knight Arnold Road, Memphis, Tennessee 38115. 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 Order, or request that Defendants be held in contempt or otherwise seek sanctions and remedies, if the State so elects.

3.2 Defendants, Julio Barillas, individually and doing business as Reembolsos Rapidos and J B Services represent that these are the true legal names of the entities entering into this Order. Further, Defendants represent and warrant that Reembolsos Rapdios and J B Services are not incorporated or otherwise authorized to do business in the State of Tennessee but are rather merely business names of Julio Barillas. 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 Order or request that the Defendants 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”, “Judgment” or “Order” shall refer to this document entitled Agreed Final Judgment in the matter of *State of Tennessee v. Julio Barillas individually and doing business as Reembolsos Rapidos and J B Services*.
- 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 “Defendants,” “Julio Barillas,” “Reembolsos Rapidos,” or “J B Services” shall refer to Julio Barillas individually and doing business as Reembolsos Rapidos and J B Services and/or any and all officers, directors, owners, employees, managers, partners, parents, subsidiaries, successors, assigns, agents and representatives acting on behalf of Julio Barillas individually and doing business as Reembolsos Rapidos and J B Services.
- 4.5 “Division” or “Division of Consumer Affairs” shall refer to the Tennessee Division of Consumer Affairs of the Department of Commerce and Insurance.
- 4.6 “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.*

5. APPLICATION OF ORDER TO DEFENDANTS AND THEIR SUCCESSORS

5.1 Defendants agree that the duties, responsibilities, burdens and obligations undertaken in connection with this Order shall apply to 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, including but not limited to additional names, acting directly or indirectly on their behalf.

6. PERMANENT INJUNCTION AND REHABILITATION

Accordingly, it is hereby agreed by the Defendants that immediately upon the entry of this Order, 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:

6.1 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.*

6.2 Defendants shall be prohibited from stating, implying or causing to be stated or implied that any employee or other person is an attorney unless such person has a license to practice law in the State of Tennessee.

6.3 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.

6.4 Defendants shall be prohibited from representing or implying that any procedures or other acts or practices hereafter used or engaged in by the Defendants 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), Defendants shall pay the sum of Seven Hundred and Fifty dollars (\$750.00) 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 quarterly increments by providing a certified or cashier's check made payable to the "Treasurer, State of Tennessee - Attorney General" and shall be delivered to the Attorney General on the day of execution of this Order.

8. CIVIL PENALTIES

8.1 Pursuant to Tenn. Code Ann. § 47-18-108(b)(3), Defendants shall pay the sum of Seven Hundred and Fifty Dollars (\$750.00) to the State of Tennessee as a civil penalty for the Defendants' 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 - Civil Penalties."

9. FORBEARANCE ON EXECUTION AND DEFAULT

9.1 No execution or garnishment on the monetary portion of this Order shall issue so long as the Defendants make payment in accordance with paragraphs 7 and 8 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 Order then remaining becomes 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 Order. Defendants agree 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: \$375 due before the close of business on April 30, 2009; \$375 due before the close of business July 31, 2009; \$375 due before the close of business October 30, 2009 and \$375 due before the close of business January 29, 2010. 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, next to the payment to the general fund and finally to the Division of Consumer Affairs. If any other or additional sums are received by the State of Tennessee shall be paid to the State of Tennessee, which may be used for consumer protection purposes or other lawful purposes at the sole discretion of the Attorney General.

9.4 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.

9.5 On the day of entry of this Order, 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 Order 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 Order 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 Defendants agree that if Defendants default on any monetary payment herein the State may set aside this Order 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 Order.

9.7 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 Order. Upon default, this sworn statement becomes a part of this Order.

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

9.9 In the event of default of any monetary provision of this Order 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 nondischargeable 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 Order, 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 Order to any proof of claim filed by the State.

9.10 Defendants agree that any and all such sums payable under this Order are non-dischargeable in a bankruptcy case. Defendants agree that the sworn statement executed pursuant to paragraph 9.6 becomes a part of this Order upon the filing of a bankruptcy and that it binds the Defendants in a bankruptcy case.

9.11 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).

9.12 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
Nashville, TN 37202

and

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

10. GENERAL PROVISIONS

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

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

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 Order 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 Order shall not bar the State, or any other governmental entity from enforcing laws, regulations or rules against the Defendants.

10.5 Nothing in this Order 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 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 Order is not punitive in effect or nature for purposes of such criminal prosecution or administrative action.

10.7 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.

10.8 No waiver, modification, or amendment of the terms of this Order 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 Order to insist upon the strict performance by any other party of any of the provisions of this Order shall not be deemed a waiver of any of the provisions of this Order, 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 Order 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 Order 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 Order and this Order shall be construed and enforced as if such illegal, invalid or unenforceable clause, section or other provision had not been contained herein.

10.11 Defendants waive any and all challenges in law or equity to the entry of the Order 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 Order.

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

10.13 This Order 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 Order which are not fully expressed herein or attached hereto.

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

10.15 Defendants agree that this Judgment does not entitle Defendants to seek or to obtain attorneys' fees as a prevailing party, under any statute, regulation, or rule.

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

10.17 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 Order, or a release of any issues relating to such documents.

This Judgment may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereafter and all of which together shall constitute one and the same document. One or more

counterparts of this Judgment may be delivered by facsimile or electronic transmission with the intent that it shall constitute an original counterpart thereof.

11. REPRESENTATIONS AND WARRANTIES

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

11.2 Defendants represent and warrant that signatories to this Order have authority to act for and bind the Defendants.

11.3 Defendants represent and warrant that the only way the term “notario publico” was used was in an advertisement published in *La Prensa Latina* on September 21, 2008.

11.4 Defendants represent and warrant they have only been in business in the State of Tennessee since January 2008.

11.5 Defendants represent and warrant that they have only provided notary public services to approximately six hundred and fifty (650) consumers in the State of Tennessee since they commenced doing business in the State of Tennessee.

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

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

13.2 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 Order 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.

14. MONITORING FOR COMPLIANCE

14.1 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 Order. 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.

14.2 Within thirty (30) days of the entry of this Order, Defendants shall submit a copy of this Order 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 Order, Defendants shall provide the State with an affidavit verifying and certifying that all required persons have been supplied with a copy of this Order.

14.3 The State of Tennessee has the right to test shop Defendants for the purpose of confirming compliance with this Order 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 agree 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 Order shall be construed to affect any private right of action that a consumer, person, entity, or by any local, state, federal or other governmental entity, may hold against the Defendants.

16. NOTIFICATION TO STATE

16.1 For five (5) years following execution of this Order, 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.

16.2 Any notices required to be sent to the State or the Defendants by this Order 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:

Mr. Ralph Noyes
4087 Summer Avenue #216
Memphis, TN 38122

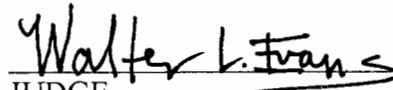
17. PAYMENT OF COURT COSTS

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


18.1 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.

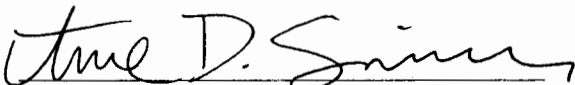

JUDGE
04/29/09

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR THE STATE OF TENNESSEE:


ROBERT E. COOPER, JR.

Attorney General and Reporter
B.P.R. No. 10934



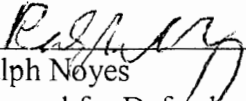
ANNE D. SIMMONS B.P.R. No. 26272
Assistant Attorney General
JEFFREY L. HILL B.P.R. No. 16731
Senior Counsel
State of Tennessee
Office of the Attorney General
Consumer Advocate & Protection Division
Post Office Box 20207
Nashville, TN 37202-0207
Telephone: (615) 532-2590
Facsimile: (615) 532-2910

APPROVED BY:

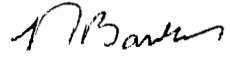
A handwritten signature in cursive script that reads "Mary Clement". The signature is written in black ink and is positioned above a horizontal line.

MARY CLEMENT, DIRECTOR
Division of Consumer Affairs

FOR THE DEFENDANTS:



Ralph Noyes
Counsel for Defendants
B.P.R. No. 020586
4087 Summer Avenue #216
Memphis, TN 38122
(901) 325-1444



Julio Barillas
Owner
Social Security #:
Reemboslsos Rapios
5945 Knight Arnold Road Suite 100
Memphis, TN 38115
Phone: (901) 644-9607
Facsimile: (901) 234-0134
Email: taxjulio@yahoo.com

DEFENDANT JULIO BARILLAS INDIVIDUALLY AND DOING BUSINESS AS
REEMBOLSOS RAPIDOS AND J B SERVICES

SIGNATURE AND ACKNOWLEDGMENT

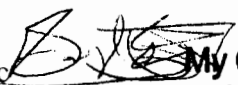
Defendant Julio Barillas individually and doing business as Reembolsos Rapidos and J B Services and their attorney(s) have read and understand this Agreed Final Judgment and each of its terms. Defendant Julio Barillas individually and doing business as Reembolsos Rapidos and J B Services admits to the jurisdiction of the Court in this matter and consents to the entry of this Judgment. Defendant Julio Barillas individually and doing business as Reembolsos Rapidos and J B Services agrees to each and every term contained herein.

I, Julio Barillas, being first duly sworn on oath, depose and say that I am the owner and operator of Reembolsos Rapidos and J B Services sued by the State of Tennessee and am fully authorized and empowered to sign this Agreed Final Judgment on behalf of myself and Reembolsos Rapidos and J B Services, and bind the same to the terms hereof.



JULIO BARILLAS

SUBSCRIBED AND SWORN to before
me this 23 day of Apr. 1, 2009.

Notary Public  My Commission Expires
My Commission Expires: February 23, 2011