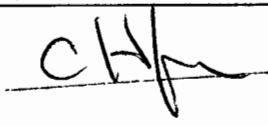


FILED

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

AM 9:16  
2020 JUN 29  
RICHARD R. ROOKER, CLERK

STATE OF TENNESSEE, *ex rel.* ROBERT )  
E. COOPER, JR., )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
SELVYN AMAYA, individually and )  
doing business as SERVICIOS PUBLICOS, )  
CASA TAXES and CASA y TAXES, )  
 )  
Defendants. )

 D.C.

No. \_\_\_\_\_

**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, Selvyn Amaya, individually and doing business as Servicios Publicos, Casa Taxes and Casa y Taxes (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 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.

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, 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 sign posted at 195 Thompson Lane, Nashville, TN 37211 between February 2007 and July 2008 which violated the Notaries Public statute by advertising as a Notaria 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 Notaria 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 advertised on a sign at 195 Thompson Lane, Nashville, TN 37211 between February 2007 and July 2008 which stated the Defendants were a “Notaria.” 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 Davidson 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 Davidson 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 195 Thompson Lane, Nashville, TN 37211. 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, Selvyn Amaya, individually and doing business as Servicios Publicos, Casa Taxes and Casa y Taxes represent that these are the true legal names of the entities entering into this Order. Further, Defendants represent and warrant that Servicios Publicos, Casa Taxes and Casa y Taxes are not incorporated or otherwise authorized to do business in the State of Tennessee but are rather merely business names of Selvyn Amaya. 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. Selvyn Amaya individually and doing business as Servicios Publicos, Casa Taxes and Casa y Taxes*.
- 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,” “Selvyn Amaya,” “Servicios Publicos,” “Casa Taxes” or “Casa y Taxes” shall refer to Selvyn Amaya individually and doing business as Servicios Publicos, Casa Taxes, Casa y Taxes and/or any and all officers, directors, owners, employees, managers, partners, parents, subsidiaries, successors, assigns, agents and representatives acting on behalf of Selvyn Amaya individually and doing business as Servicios Publicos, Casa Taxes and Casa y Taxes.
- 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 Notaria 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 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 immediately 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 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 immediately by providing the Attorney General with a certified check made payable to the "Treasurer, State of Tennessee - Civil Penalties."

## **9. GENERAL PROVISIONS**

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

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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.

9.11 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.

9.12 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.

9.13 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.

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

9.15 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.

9.16 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.

9.17 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.

9.18 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.

#### **10. REPRESENTATIONS AND WARRANTIES**

10.1 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.

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

10.3 Defendants represent and warrant that the only way the term "notaria" was used was on a sign used between February 2007 and July 2008.

10.4 Defendants represent and warrant they have only been in business in the State of Tennessee since January 1, 2007.

10.5 Defendants represent and warrant that they have only provided notary public services to approximately twenty to thirty (20-30) consumers in the State of Tennessee since they commenced doing business in the State of Tennessee.

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

10.7 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.

#### **11. COMPLIANCE WITH ALL LAWS**

11.1 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.

#### **12. PENALTY FOR FAILURE TO COMPLY**

12.1 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.

12.2 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.

### **13. MONITORING FOR COMPLIANCE**

13.1 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.

13.2 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.

13.3 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.

#### **14. PRIVATE RIGHT OF ACTION**

14.1 Nothing in this Order shall be construed to affect any private right of action that a consumer, person, entity, or any local, state, federal or other governmental entity, may hold against the Defendants.

#### **15. NOTIFICATION TO STATE**

15.1 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.

15.2 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. Selvyn Amaya  
195 Thompson Lane  
Nashville, TN 37211


**16. PAYMENT OF COURT COSTS**

16.1 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.

**17. WAIVER OF SERVICE AND SUBMISSION TO COURTS JURISDICTION**

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

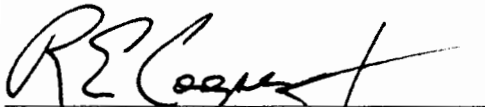
IT IS SO ORDERED, ADJUDGED AND DECREED.

  
\_\_\_\_\_  
JUDGE AMANDA MCCLENDON  
SECOND CIRCUIT COURT

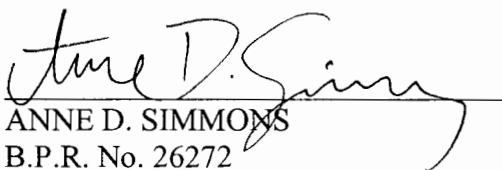
I hereby certify that this is a true copy  
of original instrument filed in my office  
this 29 day of Apr 2009  
RICHARD B. ROOKER Clerk  
By C. H.  
Deputy Clerk

JOINTLY APPROVED AND  
SUBMITTED FOR ENTRY:

FOR THE STATE OF TENNESSEE:



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



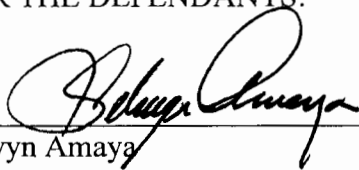
ANNE D. SIMMONS  
B.P.R. No. 26272  
Assistant Attorney General  
JEFFREY L. HILL  
B.P.R. No. 16731  
Senior Counsel  
State of Tennessee  
Office of the Attorney General  
Consumer Advocate & Protection Division  
Post Office Box 20207  
Nashville, TN 37202-0207  
Telephone: (615) 532-2590  
Facsimile: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

APPROVED BY:

A handwritten signature in black ink that reads "Mary Clement". The signature is written in a cursive style with a long horizontal stroke at the end of the word "Clement".

MARY CLEMENT, DIRECTOR  
Division of Consumer Affairs

FOR THE DEFENDANTS:



---

Selvyn Amaya

Owner

Social Security #: ON FILE

Servicios Publicos, Casa Taxes and Casa y Taxes

195 Thompson Lane

Nashville, TN 37211

Phone: 615-315-0032

Facsimile: 615-315-0033

Email: [servicio.publico@hotmail.com](mailto:servicio.publico@hotmail.com)

FILED

DEFENDANT SELVYN AMAYA INDIVIDUALLY AND DOING BUSINESS AS: 17  
SERVICIOS PUBLICOS, CASA TAXES AND CASA Y TAXES

APR 29 AM 9:17  
RICHARD W. ROCKER, CLERK

SIGNATURE AND ACKNOWLEDGMENT

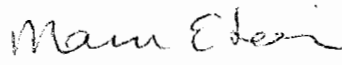
CHL D.C.

Defendants Selvyn Amaya individually and doing business as Servicios Publicos, Casa Taxes and Casa y Taxes have read and understand this Agreed Final Judgment and each of its terms. Defendants Selvyn Amaya individually and doing business as Servicios Publicos, Casa Taxes and Casa y Taxes admit to the jurisdiction of the Court in this matter and consents to the entry of this Judgment. Selvyn Amaya individually and doing business as Servicios Publicos, Casa Taxes and Casa y Taxes agree to each and every term contained herein.

I, Selvyn Amaya, being first duly sworn on oath, depose and say that I am the owner and operator of Servicios Publicos, Casa Taxes and Casa y Taxes sued by the State of Tennessee and am fully authorized and empowered to sign this Agreed Final Judgment on behalf of myself and Servicios Publicos, Casa Taxes and Casa y Taxes and bind the same to the terms hereof.

  
SELVYN AMAYA

SUBSCRIBED AND SWORN to before  
me this 8 day of April, 2009.

  
Notary Public  
My Commission Expires: Nov 14, 2009

