

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

FILED

2010 MAY 25 PM 1:36

RICHARD R. ROOKER, CLERK

*CRUCKER*  
D.C.

STATE OF TENNESSEE, *ex rel.* ROBERT E. COOPER, JR., )

Plaintiff, )

v. )

No. 10C1880

ELENA VARGAS, individually and )  
doing business as EXPRESS LATINO )  
SERVICIOS, and EXPRESS LATINO )  
SERVICES, sole proprietorships owned and )  
operated by ELENA VARGAS, )

Defendant. )

**AGREED FINAL JUDGMENT**

1. Plaintiff, the State of Tennessee, by and through Robert E. Cooper, Jr., the Attorney General and Reporter, at the request of Mary Clement, the Director of the Division of Consumer Affairs of the Department of Commerce and Insurance, and Defendant, Elena Vargas, individually and doing business as Express Latino Servicios and Express Latino Services, sole proprietorships owned and operated by Elena Vargas (hereinafter collectively "Defendant"), as evidenced by her signature, consent to the entry of this Judgment and its provisions.

2. The Defendant entered into this Judgment to avoid the time and expense associated with litigation.

3. This is an Agreed Final Judgment ("Judgment") for which execution may issue.

4. This Agreed Final Judgment is entered into by the Defendant of 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 offers, agreements or inducements of any nature whatsoever have been made to her by the Plaintiff or any employee of the Attorney General's Office to procure this Agreed Final Judgment.

5. 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.

6. 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.

7. Defendant has, by signature of Elena Vargas, 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.

8. This Judgment only resolves the specific matter set forth in the State's Complaint arising under Tenn. Code Ann. § 8-16-401 relating to advertisements published in *Latino News* throughout 2009 which violated the Notaries Public statute by advertising as a notaria publica 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 publica at any other time or any other representations or warranties regarding the providing of legal services. Under Tenn. Code Ann. § 8-16-401, a notary public who is not licensed to practice law in Tennessee and advertises their services as a notary public must include in all advertisements the following disclaimer:

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

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

9. Defendant published advertisements in *Latino News* throughout 2009 which stated the Defendant was a “notaria.” The advertisements did not contain the disclaimer required by Tenn. Code Ann. § 8-16-401.

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

11. Due to the Defendant’s actions in violation of Tenn. Code Ann. § 8-16-401, the State filed a complaint in the Circuit Court for Davidson County, Tennessee.

12. The State and Defendant have reached an agreement annunciated in this Judgment.

#### **I. JURISDICTION**

13. 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.

**II. VENUE**

14. 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 Davidson County, Tennessee.

**III. PARTIES**

15. Defendant warrants and represents that she is the proper party to this Judgment. Her principal place of business is located at 3708A Nolensville Pike, Nashville, TN 37211. Defendant further acknowledges that she understands that the State expressly relies upon this representation and warranty, and that if it is false, unfair, deceptive, misleading or inaccurate, the State has the right to move to vacate or set aside in whole or in part this Judgment or request that Defendant be held in contempt, if the State so elects.

16. Defendant Elena Vargas, individually and doing business as Express Latino Servicios and Express Latino Services, sole proprietorships owned and operated by Elena Vargas, represents that these are the true legal names of the entity entering into this Judgment. Further, Defendant represents and warrants that Express Latino Servicios and Express Latino Services are not incorporated or otherwise authorized to do business in the State of Tennessee but are merely the business names of Elena Vargas. 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, if the State so elects.

#### IV. DEFINITIONS

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

- (A) “**Advertise**,” “**Advertisement**,” or “**Advertising**,” shall mean any written, oral, graphic, or electronic statement, illustration, or depiction that is designed to create interest in the purchasing of, impart information about the attributes of, publicize the availability of, or affect the sale or use of, goods or services, whether the statement appears in a brochure, newspaper, magazine, free-standing insert, marketing kit, leaflet, mailer, book insert, letter, catalogue, poster, chart, billboard, electronic mail, website or other digital form, slide, radio, broadcast television, cable television, or commercial or infomercial whether live or recorded.
- (B) “**Agreed Final Judgment**” or “**Judgment**” shall refer to this document entitled Agreed Final Judgment in the matter of *State of Tennessee v. Elena Vargas, individually and doing business as Express Latino Servicios and Express Latino Services*.
- (C) “**And**” and “**Or**” shall be construed conjunctively or disjunctively as necessary, and to make the applicable phrase or sentence inclusive rather than exclusive.
- (D) “**Attorney General**” means Office of the Tennessee Attorney General.
- (E) “**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.
- (F) “**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.

- (G) **“Defendant,” “Elena Vargas,” “Express Latino Servicios” or “Express Latino Services”** shall refer to Elena Vargas, individually and doing business as Express Latino Servicios and Express Latino Services, sole proprietorships owned and operated by Elena Vargas, and/or any and all officers, directors, owners, employees, sales staff, managers, partners, parents, subsidiaries, affiliates, successors, assigns, agents, future purchasers and representatives acting on behalf of Elena Vargas, individually and doing business as Express Latino Servicios and Express Latino Services, sole proprietorships owned and operated by Elena Vargas.
- (H) **“Division” or “Division of Consumer Affairs”** shall refer to the Tennessee Division of Consumer Affairs of the Department of Commerce and Insurance.
- (I) **“Document”** shall be synonymous in meaning and equal in scope to the usage of the term in Tenn. R. Civ. P. 34, and includes writings, drawings, graphs, charts, photographs, audio and video recordings, computer records, and other data compilations from which information can be obtained, extracted and translated, if necessary, through detection devices into reasonably usable form. A draft or non-identical copy is a separate document.
- (J) **“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.* and as may be amended from time to time.
- (K) **“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.* and as may be amended from time to time.

**V. APPLICATION OF JUDGMENT TO DEFENDANT AND HER SUCCESSORS**

18. Defendant, individually 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, future purchasers,

inheritors, or other successors in interest and any and all other persons or entities acting directly or indirectly on her behalf.

**VI. PERMANENT INJUNCTION AND REHABILITATION**

19. 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), 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:

(A) 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.*

(B) 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.

(C) 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.

(D) 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.

(E) Defendant shall, for a period of not less than five (5) years from the date of entry

of this Judgment or until such time as all monetary payments required by Sections 7 and 8 of this Judgment are paid, whichever time is longer, create and retain the following records:

- a. Accounting records that reflect the cost of goods or services sold, revenues generated, and the disbursement of such revenues relating to notary services;
- b. Complaints and refund requests relating to all consumers who purchased goods or services in whole or in part in Tennessee (whether received directly, indirectly or through any third party), including all documents and records pertaining to complaints, refund requests, conversations with such consumers or their family members, friends, employers or others, and attempts to contact such consumers;
- c. All records and documents necessary to demonstrate full compliance with each provision of this Judgment, including all reports submitted to the Court, Attorney General, or consumers, and copies of the acknowledgments of receipt as may be required by this Judgment.

**VII. ATTORNEYS' FEES AND COSTS TO THE STATE**

20. Pursuant to Tenn. Code Ann. §§ 47-18-108(b)(4) and 47-18-108(a)(5), Defendant shall pay the sum of **Five Hundred Dollars (\$500.00)** to the State of Tennessee for attorneys' fees and costs of investigation, prosecution and monitoring for compliance of this matter, which may be used for consumer protection purposes or other lawful purpose at the sole discretion of the Attorney General. Said payment shall be made in monthly increments, the first of which is due May 3, 2010, by providing the Attorney General with a certified check or money order made payable to the "Treasurer, State of Tennessee." If the entire monetary amount anticipated by the State of Tennessee is not received, any monies received shall first be attributed to attorneys' fees pursuant to paragraph 20 and finally to civil penalties pursuant to paragraph 21. If more monies are received than anticipated by the State of Tennessee, any additional monies received shall be attributed to attorneys' fees pursuant to paragraph 20.

**VIII. CIVIL PENALTIES**

21. Pursuant to Tenn. Code Ann. § 47-18-108(b)(3), Defendant shall pay the sum of **Five Hundred Dollars (\$500.00)** to the State of Tennessee as a civil penalty for the Defendant's acts and/or practices described in the State's Complaint. Said payment shall be made in monthly increments, the first of which is due May 3, 2010, by providing the Attorney General with a certified check or money order made payable to the "Treasurer, State of Tennessee." In the interest of efficiency, the certified check for civil penalties may be combined with the attorneys' fees certified check described in paragraph 20.

**IX. FORBEARANCE ON EXECUTION AND DEFAULT**

22. No execution or garnishment on the monetary portion of this Judgment shall issue so long as the Defendant makes payments in accordance with paragraphs 20 and 21 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.

23. Payment shall be delivered to the Consumer Advocate and Protection Division, Office of Attorney General as follows: The sum total of Eighty-Three Dollars (\$83.00) will be paid monthly by Defendant until the last month, at which time the remaining balance will be due in full. Payments shall be made by a certified check or money order made payable to "Treasurer, State of Tennessee," and mailed to the attention of Deputy Attorney General, Tennessee

Attorney General's Office, Consumer Advocate & Protection Division, P.O. Box 20207, Nashville, TN 37202-0207. Said payments will be due on or before the first (1<sup>st</sup>) business day of each month, so that the first payment is due on or before May 3, 2010. For the twelfth (12<sup>th</sup>) month of the payment plan, a certified check or money order in the amount of Eighty-Seven Dollars (\$87.00) shall be made payable to "Treasurer, State of Tennessee" and mailed to the attention of the address above.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 non-dischargeable 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.

29. 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 27 becomes a part of this Judgment upon the filing of a bankruptcy and that it binds the Defendant in a bankruptcy case.

30. 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).

31. 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

**X. GENERAL PROVISIONS**

32. This Judgment may only be enforced by the parties hereto and this Honorable Court.
33. 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.
34. 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.
35. 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.
36. 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.
37. 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 agrees 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

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

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

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

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

47. Defendant has expressly waived her right to counsel by executing this Judgment.

48. Defendant will not participate, directly or indirectly, in any activity to form a separate entity or corporation for the purpose of engaging in acts prohibited in this Judgment or for any other purpose which would otherwise circumvent any part of this Judgment or the spirit or purposes of this Judgment.

49. The Defendant has provided the State with certain documents, advertisements, and contracts. The Defendant acknowledges and agrees that providing these documents to the

State in no way constitutes the State's pre-approval, review for compliance with state or federal law, or with this Judgment, or a release of any issues relating to such documents.

50. Defendant agrees that this Judgment does not entitle Defendant to seek or to obtain attorneys' fees as a prevailing party under any statute, regulation or rule, and Defendant further waives any rights to attorneys' fees that may arise under such statute, regulation or rule.

51. Nothing in this Judgment shall limit the Attorney General's right to obtain information, documents or testimony from Defendant pursuant to any state or federal law, regulation or rule.

#### **XI. REPRESENTATIONS AND WARRANTIES**

52. 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 and that Defendant agrees that the Judgment and terms hereof are fair and reasonable.

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

54. Defendant represents and warrants that the only way the term "notaria" was used was in advertisements published in *Latino News* throughout 2009.

55. Defendant represents and warrants that the term "notaria publica" was never used on a sign located at 3708A Nolensville Pike, Nashville, TN 37211 for a business owned and operated by Defendant.

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

57. Defendant acknowledges that she understands that the State of Tennessee and this Court expressly rely upon all representations and warranties in this Judgment, including, but not limited to those in this section and elsewhere in this Judgment, and that if any one or more is false, unfair, deceptive, misleading, incomplete, or inaccurate in any manner, the State has the right to vacate or set aside this Judgment, *inter alia*, in whole or in part, and to move that the Defendant making such false, unfair, deceptive, misleading or inaccurate representation(s) or warranty(ies) be held in contempt, all penalty assessments in paragraph 21 become immediately due and payable, sanctions be imposed under Tenn. Code Ann. § 47-18-108(c) and other law, regulation or rule, together with any and all such other remedies or relief as may be available to the State in law or equity, if the State so elects.

#### **XII. COMPLIANCE WITH ALL LAWS**

58. 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.

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

59. 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.

60. 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 civil penalties.

**XIV. MONITORING FOR COMPLIANCE**

61. 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.

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

63. 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

her solicitations or visit(s) with the Defendant in audio or video form without notice to the 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.

**XV. PRIVATE RIGHT OF ACTION**

64. Nothing in this Judgment 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 Defendant.

**XVI. NOTIFICATION TO STATE**

65. 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 business structure, such as dissolution, assignment, or sale resulting in the emergence of a successor business, 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.

66. 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  
Telephone: (615) 741-1671  
Facsimile: (615) 532-2910

For the Defendant:  
Elena Vargas  
3708A Nolensville Pike  
Nashville, TN 37211  
Telephone: (615) 589-8087  
Facsimile: (615) 832-2400


**XVII. PAYMENT OF COURT COSTS**

67. 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.

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

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

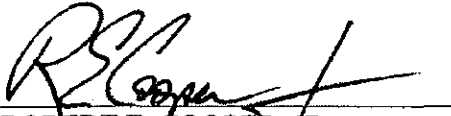
IT IS SO ORDERED, ADJUDGED AND DECREED.

  
JUDGE

Copy

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  
JFFREY 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) 741-2935  
Facsimile: (615) 532-2910

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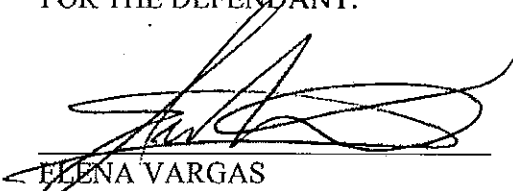
APPROVED BY:

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

MARY CLEMENT, DIRECTOR  
Division of Consumer Affairs

Copy

FOR THE DEFENDANT:

A handwritten signature in black ink, appearing to read 'Elena Vargas', is written over a horizontal line.

ELENA VARGAS

Owner

Express Latino Servicios

3708A Nolensville Pike

Nashville, TN 37211

Phone: (615) 589-8087

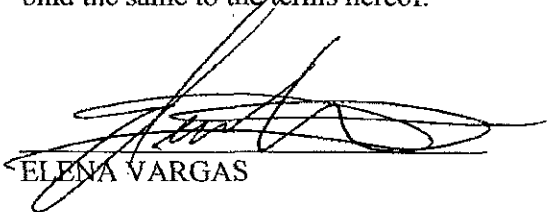
Facsimile: (615) 832-2400

DEFENDANT, ELENA VARGAS, INDIVIDUALLY AND DOING BUSINESS AS EXPRESS LATINO SERVICIOS AND EXPRESS LATINO SERVICES, SOLE PROPRIETORSHIPS OWNED AND OPERATED BY ELENA VARGAS

SIGNATURE AND ACKNOWLEDGMENT

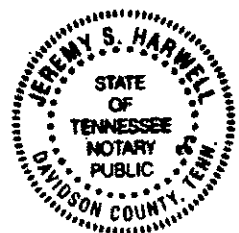
Defendant, Elena Vargas, individually and doing business as Express Latino Servicios and Express Latino Services, sole proprietorships owned and operated by Elena Vargas, has read and understands this Agreed Final Judgment and each of its terms. Defendant, Elena Vargas, individually and doing business as Express Latino Servicios and Express Latino Services, sole proprietorships owned and operated by Elena Vargas, admits to the jurisdiction of the Court in this matter and consents to the entry of this Judgment. Defendant, Elena Vargas, individually and doing business as Express Latino Servicios and Express Latino Services, sole proprietorships owned and operated by Elena Vargas, agrees to each and every term contained herein.

I, Elena Vargas, being first duly sworn on oath, depose and say that I am the owner and operator of the sole proprietorships, Express Latino Servicios and Express Latino Services, sued by the State of Tennessee and am fully authorized and empowered to sign this Agreed Final Judgment on behalf of myself and Express Latino Servicios and Express Latino Services, and bind the same to the terms hereof.

  
ELENA VARGAS

SUBSCRIBED AND SWORN to before me this 27 day of April, 2010.

Notary Public  
My Commission Expires: Aug 23, 2011



My Commission Expires AUG. 23, 2011