

NO. 2009-33833

STATE OF TEXAS
Plaintiff

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IN THE DISTRICT COURT

v.

OF HARRIS COUNTY, TEXAS

PATRICK O'CONNOR &
ASSOCIATES, L.P. D/B/A
O'CONNOR & ASSOCIATES
Defendant

129th JUDICIAL DISTRICT

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AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION

On this 14th day of Oct. 2010, Plaintiff, the STATE OF TEXAS, by and through Texas Attorney General GREG ABBOTT (the "State" or "Plaintiff"), and Defendant PATRICK O'CONNOR & ASSOCIATES, L.P. D/B/A O'CONNOR & ASSOCIATES ("Defendant" or "Company") by and through their attorneys of record, announced to the Court that all matters of fact and things in controversy between them had been fully and finally compromised and settled and presented to the Court this Agreed Final Judgment and Permanent Injunction ("Judgment").

By their duly authorized signatures, the parties stipulated to the Court the following: that they understand the terms of this Judgment; that they agree to the terms of this Judgment; that they actively participated in the negotiations leading up to this Judgment and are aware of the duties placed upon them by it and are desirous and capable of carrying out those duties in full; that they acknowledge receipt of copies of this Judgment and have full and actual notice of the terms of this Judgment; that the issuance and service of a writ of injunction are waived; that the terms of this Judgment are sufficiently detailed and specific to be enforceable by the Court in conformance with Tex.R.Civ. P. 683; that this Judgment represents a compromise and settlement of all matters arising out of facts alleged by the STATE OF TEXAS in this cause.

RECORDER'S MEMORANDUM
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at the time of imaging

Defendant, desiring to resolve this litigation brought by the State without trial or adjudication of any issue of fact or law, has consented to entry of this Judgment, which such consent is not an admission of liability by Defendant as to any issue of fact or law. The parties do not contest the jurisdiction of the Court and do not contest the entry of this Judgment.

It appearing to the Court that all parties agree to the entry of this Judgment and that they have approved its entry by the duly authorized signatures of their respective attorneys below, the Court, upon the stipulations of the parties and after being fully advised in this matter, finds as follows: that it has jurisdiction of the parties and subject matter of this suit; that the settlement of this dispute is agreed to by the parties; and that it would be in the best interests of the parties if the Court approved the settlement and rendered judgment accordingly.

Based upon these findings, and having heard and considered the representations made by the parties, the Court is of the opinion that a permanent injunction should be issued as granted in this Judgment and all other relief set forth in this Judgment should be granted.

I.

Definitions

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that, as used in this Judgment, the following terms are defined as follows:

1. “Consumer”, as defined in Texas Business and Commerce Code section 17.45(4), means an individual, partnership, corporation, or entity of any kind, including this state, or a subdivision or agency of this state who seeks or acquires, by purchase or lease, any goods or services, except that the term does not include a business consumer that has assets of \$25 million or more, or that is owned or controlled by a corporation or entity with assets of \$25 million or more.

2. "Defendant" or "Company" means PATRICK O'CONNOR & ASSOCIATES, L.P. D/B/A O'CONNOR & ASSOCIATES, whether acting directly or through any subsidiary, affiliate, division, or through its successors, assigns, officers, agents, subcontractors, servants, employees, corporations and any other persons in active concert or participation with them.
3. "Person" means an individual, sole proprietorship, firm, partnership, corporation, association, joint venture or other group, or business entity, however, however organized;
4. "Taxpayer" shall mean a single-family residential property taxpayer or the taxpayer's spouse or legal representative whose single-family residential property is located in the State of Texas and is or has been the Taxpayer's homestead property or the homestead property of a family member of the Taxpayer;
5. "Client" shall mean a Taxpayer on whose behalf the Company has provided any services related to a property tax protest.
6. "CAD" means the appraisal district for each county within the State of Texas.
7. "Formal hearing" means a hearing before the appraisal review board on a Taxpayer's property tax protest as defined in Texas Property Tax Code section 41.45.
8. "Representing", "selling", "marketing", "promoting", "distributing" or "advertising" means any type of contact with a person or entity for the purpose of requesting, persuading, or seeking any type of contribution, sponsorship, compensation or anything of value from said person or entity for any reason whatsoever, including use of the Internet.

9. "Business day" shall mean any day except Saturday, Sunday and legal holidays.
10. "Property Tax Service Agreement" or "Agreement" shall mean the Company's standard residential Property Tax Service Agreement or a Property Tax Service Agreement as modified by mutual agreement with a Client.
11. "Appointment of Agent" form shall mean the form 50-241 "Appointment of Agent for Single-Family Residential Property Tax Matters" promulgated by the Texas State Comptroller at www.window.state.tx.us/taxinfo/proptax.
12. "Texas no-call list" shall mean the list as described in Tex. Bus. & Com. Code §304.051(a) and (b).
13. "Lawsuit" shall mean any lawsuit, suit, action, proceeding, litigation, claim brought or pending in any federal, state, administrative, judicial, arbitral, or alternative dispute resolution forum.

II.

IT IS THEREFORE ORDERED that Defendant, PATRICK O'CONNOR & ASSOCIATES, L.P. D/B/A O'CONNOR & ASSOCIATES, its officers, agents, servants, employees, attorneys and any other persons in active concert or participation with them, who receive actual notice of this order by personal service or otherwise, whether acting directly or through any trust, corporation, subsidiary, division, or other devise, shall not fail to comply with following acts or practices:

A. Protest Notices

1. For each tax year, the Company shall not fail to send written notice ("Protest Notice") in advance to all Clients on whose behalf the Company intends to file a residential property tax protest for that tax year, with the exception of New Clients. "New Clients" shall

mean Taxpayers that were not Company Clients during the immediately preceding tax year but who have engaged the Company to file their residential property tax protest for the current tax year.

2. The Protest Notice shall be sent to the Client's last known mailing address, fax number, or email address no later than (i) May 1 of the tax year, or (ii) 30 days before the Company intends to file a protest on behalf of the Client, whichever is earlier.

3. The Protest Notice shall inform the Client of the following at a minimum: (i) that the Company intends to file a protest on behalf of the Client for identified properties unless the Client instructs the Company within 21 days of the date of the Protest Notice ("21-day period") not to file a protest; (ii) that the Client has the option to terminate the Property Tax Service Agreement with the Company and cancel all services by so notifying the Company by telephone, email, fax, or regular mail within the 21-day period; (iii) that if the Company does not receive notice of termination or an instruction not to file a protest from the Taxpayer within the 21-day period, a protest may be filed on the Client's behalf and that the Company will represent the Client in accordance with the terms of the Company Property Tax Service Agreement; and (iv) that the Client who terminates and chooses to file a protest on his or her own should contact the local CAD.

4. For Clients whose Appointment of Agent form appointing the Company as tax agent has expired on a date more than 30 days prior to the Company sending the Protest Notice, the Company shall include with the Protest Notice an additional notice ("Notice of Expiration of Appointment of Agent") that informs the Clients that (i) their Appointment of Agent form has expired, (ii) if the Client intended to appoint the Company as tax agent for a limited time, the Client must terminate the Property Tax Service Agreement with the Company, and (iii) if the

Company does not receive notice of termination or an instruction not to file a protest from the Client within the 21-day period, a protest may be filed on the Client's behalf and the Company will seek a new Appointment of Agent form from the Client. The Notice of Expiration of Appointment of Agent shall be included on a separate sheet of paper and shall state in at least 14 point type or larger in bold print at the top of the page "Notice of Expiration of Appointment of Agent". For Clients whose Appointment of Agent form expired more than 2 years prior to the scheduled date for the Company to send the Protest Notices and who have not signed a new Appointment of Agent form or otherwise expressed their intent during the 2 year period to continue their relationship with the Company, the Company shall send notice to these Clients that their Agreement with O'Connor is terminated effective in 30 days unless they contact O'Connor and indicate they do not wish to terminate.

5. Upon receipt of a response from a Client to the Protest Notice within the 21-day period indicating that either (i) the Client wishes to terminate its Agreement with the Company or otherwise to cancel all services or (ii) instructing that the Company should not file a protest on the Client's behalf, the Company shall not file a property tax protest on behalf of the Client. In the event the Company inadvertently files a protest on behalf of a Client contrary to the Client's instructions and despite timely notice, the Company shall notify the Client as soon as reasonably practicable and shall notify the applicable CAD as soon as reasonably practicable that the protest filed by the Company is withdrawn, unless otherwise instructed by the Client.

6. The Company shall not send a Protest Notice to, or file a property tax protest on behalf of, any Client or Taxpayer that the Company does not have a reasonable basis to believe that it is authorized by the Client or Taxpayer to file a protest on behalf of the Client or Taxpayer for that year.

7. Without limiting the terms of the foregoing subparagraph, the Company shall not send a Protest Notice to any (a) Clients that, 30 days or more before the Protest Notice is scheduled to be sent, notified the Company that they wished to terminate their Property Tax Service Agreement or otherwise indicated that they wished to cancel the Company's services and they have not renewed their Agreement with the Company; (b) Clients that the Company, at least 30 days before the Protest Notice is scheduled to be sent, has notified that the Company is terminating their Property Tax Service Agreement and the Agreement has not been renewed. Nothing in this subparagraph shall preclude the Company from soliciting former Clients to enter into a new Property Tax Service Agreement and signing a new Appointment of Agent form (subject to the terms and conditions of this Judgment). The Company shall not file a tax protest on behalf of Clients described in subparagraphs 7(a) and (b) without first obtaining the Client's express permission to file a property tax protest for the current year.

8. For five consecutive tax years, beginning with the 2011 tax year, the Company shall maintain for four years after the applicable tax year a record of (a) the name and address of all Clients to whom the Company sent the Notice of Protest and the date sent, and the response if any from the Clients to the Notice of Protest; and (b) the name and address of all Clients to whom the Company sent a Notice of Expiration of Appointment of Agent and the date sent. Upon written request from the Office of Attorney General of Texas, the Company shall provide a copy of the records described in this subparagraph within 30 days of the request.

B. Terminations

1. In the event a Client indicates in writing by any reasonable means of communication, including fax, email, and regular mail, that he or she wishes to cancel services by the Company or terminate the Property Tax Service Agreement, the Agreement shall be

terminated effective on the 30th day after the Company receives notice of termination. The Company agrees that it shall not require any particular form of notice of termination as long as the Client makes it reasonably clear that the Client no longer wishes to use the Company's services. The Company shall send to the Client's last known address, fax number, or email address acknowledgement of the Client's notice of termination and the effective date of termination within 30 business days. The acknowledgement of the notice of termination shall instruct the Client to contact the CAD to revoke the Appointment of Agent form appointing the Company on file with the CAD and for information about filing a tax protest.

2. In the event a Client indicates verbally by telephone that he or she wishes to cancel services by the Company or terminate the Property Tax Service Agreement, the Company shall accept the verbal termination and send written notice of acknowledgement to the Client by fax, email, or mail, within 10 business days stating that the Agreement is terminated effective on the 30th day after the date of the Company's notice of acknowledgement of termination unless otherwise directed by the Client. The Company agrees that it shall not require any particular form of notice of termination as long as the Client makes it reasonably clear that the Client no longer wishes to use the Company's services. The acknowledgement of the notice of termination shall instruct the Client to contact the CAD to revoke the Appointment of Agent form appointing the Company on file with the CAD and for information about filing a tax protest.

3. For five consecutive tax years, beginning with the 2011 tax year, the Company shall maintain for four years after the applicable tax year a record of all notices of termination and acknowledgments described in subparagraph B.1, and B.2 and the dates sent. Upon written request from the Office of Attorney General of Texas, the Company shall provide a copy of the records described in this subparagraph within 30 days of the request.

C. *Attendance at Appraisal Review Board Hearings*

1. The Company shall not fail to undertake reasonable efforts to attend formal hearings of the appraisal review board on behalf of all Clients which have timely and properly authorized the Company to do so, except as provided in subparagraph C.2. The Company is not required to attend formal hearings in person if the Company determines in its professional judgment that appearing by other means, including video conference, affidavit, or otherwise authorized by law, adequately serves the Client's interests.

2. The Company shall not be required to attend the formal hearing on behalf of a Client if the Company was able to resolve the Client's protest at an informal hearing at the CAD, or the Company determines in its professional judgment that attending a formal hearing is not in the Client's best interest.

3. In the event the Company fails for any reason to attend a formal hearing on an unresolved property tax protest, which the Company has been properly and timely authorized by the Client to attend, the Company will notify the Client of Company's failure to attend and the reason for such failure as soon as reasonably practicable. "Any reason" in the foregoing sentence shall include reasons outside of the Company's control or responsibility.

4. In the event that the Company determines in its professional judgment that attending a formal hearing is not in the Client's best interest, the Company will notify the Client as soon as possible of the reason for not attending and before the formal hearing if practicable.

5. The Company will file a request with the appraisal review board to reschedule any formal appraisal review board hearings that the Company did not attend, except in the circumstances described in the foregoing subparagraph C.2. In the event the appraisal district does not reschedule the hearing, then the Company will contact the Client and work in good faith

to achieve a reasonable resolution to the Client's satisfaction. The Company will maintain copies of requests to reschedule appraisal review board hearings.

6. For five consecutive tax years, beginning with the 2011 tax year, the Company shall maintain for four years after the applicable tax year a record of the name and address of all Clients to whom the Company provided the notices required by subparagraph C.3. Upon written request from the Office of Attorney General of Texas, the Company shall provide a copy of the records required in the foregoing sentence within 30 days of the request.

D. Over-65 Exemption Notice

The Company shall not fail to include on all invoices sent to Taxpayers the following language in at least 10 point, conspicuous, bold type: "Should this invoice be for a homestead property that has an over-65 exemption, you may be entitled to a 25% contingency. Please contact customer service for an adjustment." The foregoing language shall be included in all invoices to Taxpayers beginning tax year 2011.

E. CAD Multi-Property Settlements

The Company shall not enter or offer to enter into any agreements with the CAD's concerning tax protests for multiple properties having different ownership in exchange for waiving formal hearings without giving prior notice to each Client that the Company may accept a group settlement if the Company determines that the settlement is beneficial to the Client.

F. Gift Cards and Give Aways

The Company shall not fail to provide within 30 days any promotional items, including gift cards, upon request from a Client who reasonably qualifies according to the guidelines set forth in the Company's Property Tax Service Agreement.

H. Telemarketing

1. The Company shall not, in violation of Tex. Bus. & Com. Code §§304.052, 304.004, make telemarketing calls to former Clients (i) whose telephone numbers were first published on the Texas no-call list more than 60 days before as described in Tex. Bus. & Com. Code §304.052; (ii) whose relationship with the Company was terminated more than one year before; and (iii) who have not contacted the Company since termination. “Telemarketing call” shall have the same meaning as the definition set forth in Tex. Bus. & Com. Code §304.002(9).

2. The Company shall not, in violation of Tex. Bus. & Com. Code §§304.052, 304.004, make telemarketing calls to Consumers whose telephone numbers were first published on the Texas no-call list more than 60 days before unless the Consumer initiates contact with the Company first. The foregoing sentence does not prohibit the Company from making telemarketing calls to former Clients subject to the conditions stated in the foregoing paragraph H.1. Tex. Bus. & Com. Code §§304.052, 304.004.

3. The Company shall not, in violation of Tex. Bus. & Com. Code §§304.052, 304.004, make telemarketing calls to Consumers who request that the Company not contact them by telephone regardless of whether they are on the Texas “no-call” list unless the Consumer initiates contact with the Company first. Tex. Bus. & Com. Code §§304.052, 304.004.

4. The Company shall not utilize an automated dialing device with recorded message for purposes of making telemarketing calls unless in compliance with Chapter 55, Subchapter F of the Texas Utilities Code.

5. Nothing in this Section H shall preclude the Company from making telephone calls to Clients and former Clients to collect a debt, subject to the terms and conditions of this Judgment.

I. Collections and Lawsuits

1. Commencing November 1, 2010, the Company will not initiate debt collection efforts of any kind, nor will it continue debt collection efforts of any kind, including Lawsuits (i) against Taxpayers whose Agreements with the Company were terminated and the effective date of termination preceded the date on which tax protest services for which collection is sought were performed by the Company; (ii) against Taxpayers for tax protest services performed based upon an Appointment of Agent authorization signed by a representative of the Company in lieu of the Taxpayer or other authorized agent.

2. Commencing November 1, 2010, the Company will cease debt collection efforts of any kind, including Lawsuits, against Taxpayers who do not have a signed Agreement with the Company upon discovery by the Company that the Taxpayer was no longer the record title owner of the residential property at the time the tax protest services for which collection is sought were rendered.

3. The Company shall not fail to comply with Chapter 392 of the Tex. Fin. Code, governing debt collection practices.

4. For a period of three years starting on the effective date of this Judgment, the Company shall not report a Client's debt to a credit bureau.

5. The Company shall periodically train relevant employees to not communicate to Clients that an unpaid debt to the Company may be reported to a credit bureau or otherwise damage the Client's creditworthiness.

J. Complaints.

The Company shall preserve all documents constituting complaints by Taxpayers regarding the Company and the responses of the Company to such complaints for a period of four years.

K. Appointment of Agent Forms.

The Company shall not falsify any Appointment of Agent forms or file falsified Appointment of Agent forms or affidavits with the appraisal districts. The Company shall not alter any information provided by the Taxpayer on any Appointment of Agent forms, including but not limited to, dates. The Company shall not instruct Clients or prospective Clients to leave the expiration date on the Appointment of Agent form blank, but the Company may inform Clients or prospective Clients of the option to leave the expiration date blank. The Company shall not fail to inform the Client or prospective Client that if they do not fill in a date for when the Appointment of Agent expires, then the Company's authority will continue until they file a statement with the CAD revoking the form or file a new Appointment of Agent form. This subparagraph does not prohibit the Company from making minor clarifications or filling in missing information on the Appointment of Agent form that does not alter the intent of the Client.

L. Advertising.

The Company shall be prohibited from representing, selling, marketing, promoting, distributing or advertising to consumers, expressly or by implication:

1. that the Company guarantees property tax savings for consumers;
2. that the Company is sponsored by, approved by, affiliated with, connected or associated with any of the appraisal districts;

3. that the Company has a success rate in obtaining tax savings for consumers that it does not have;
4. that the Company has a success rate in judicial appeals for consumers that it does not have.

Upon written request from the Office of Attorney General of Texas, the Company shall provide documentation that supports any claims that the Company makes regarding its success rate with respect to property tax protests and judicial appeals in its advertising and marketing materials within 30 days of the request.

M. Comparables Analysis.

The Company shall be prohibited from representing, selling, marketing, promoting, distributing or advertising to consumers, expressly or by implication, through direct mail sent to consumers in Defendant's mass mailing campaign, that the Company has performed an analysis of their property and has concluded that their property values are too high, when in fact, the analysis and conclusions are incorrect because the values used to value the comparable properties are from prior tax years unless conspicuous notice of the use of the prior year's values is given on the face of the marketing material.

N. Statements of Law.

The Company shall be prohibited from representing, selling, marketing, promoting, distributing or advertising to consumers, expressly or by implication, any statements of law or fact that are erroneous.

O. Website addresses.

The Company shall be prohibited from using any website address which includes the name of any appraisal district in the domain name, including, but not limited to: www.harris-

countyappraisaldistrict.com, www.dallascentral-appraisaldistrict.com, www.fortbendcentral-appraisaldistrict.com, www.galveston-countyappraisaldistrict.com, www.traviscentral-appraisaldistrict.com, montgomerycentralappraisaldistrict.com and including but not limited to the following “subpages” that are part and parcel of Defendant’s own website at www.poconnor.com:

www.poconnor.com/harris_county_appraisal_district.asp,

www.poconnor.com/elpaso_county_appraisal_district.asp,

www.poconnor.com/dallas_county_appraisal_district.asp

www.poconnor.com/montgomery_county_appraisal_district.asp

www.poconnor.com/galveston_county_appraisal_district.asp

www.poconnor.com/travis_central_appraisal_district.asp

www.poconnor.com/fortbend_central_appraisal_district.asp.

III.

IT IS FURTHER ORDERED that this Court, the 129th Judicial District Court of Harris County, Texas shall retain jurisdiction over any and all disputes arising out of and/or relating to this Judgment. In the event the Plaintiff believes Defendant is not in compliance with the terms of this Judgment, the Plaintiff shall promptly provide Defendant with written notice of the potential non-compliance. The Plaintiff and Defendant shall attempt to resolve the dispute informally and in good faith. After 30 days, if the dispute is not resolved by agreement between the Plaintiff and Defendant, either party may seek relief from this Court. The 30-day time period may be extended by written agreement of the parties. Defendant shall be liable for a stipulated penalty of not less than \$2,500.00 and not more than \$25,000.00 for each act or incident that results in a violation or violations of a provision in section II. of this Judgment, to be determined

by this Court. A single act or incident that produces or results in multiple or repeated occurrences of the same non-compliance, including but not limited to (i) an error in a single mail piece delivered to multiple Clients, (ii) an error in a single marketing piece delivered or broadcast to multiple Taxpayers, (iii) a single computer error that affects multiple files or processes, or (iv) a single loss of records related to multiple Clients or events, shall be considered a single violation for the purposes of calculating a stipulated penalty. Occasional good faith mistakes and errors and non-compliance with the terms of this Judgment as a result of events or conditions outside of the Company's control shall not constitute grounds for the Plaintiff to seek enforcement of this Judgment in Court.

IT IS FURTHER ORDERED that this Court retains jurisdiction for the purpose of enabling any party to this Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the construction or carrying out of this Judgment, for modification of the injunctive provisions hereof, for the enforcement and compliance with this Judgment, and for the pursuit of appropriate remedies for violations of this Judgment.

IT IS FURTHER ORDERED that in the event the Company concludes that the terms of this Judgment unfairly restricts its business practices, based on changed circumstances, changes in law, or the enforcement of laws and regulations governing property tax consultants by the Texas Department of Licensing and Regulation or other authorized state agency in a manner inconsistent with the provisions of this Judgment, then the Company may petition the Court for modification of the terms of this Judgment after submitting a written request to the Attorney General to modify the injunctive terms of this Judgment. The Attorney General shall make a good faith evaluation of the Company's request.

IV.

IT IS FURTHER ORDERED that Plaintiff have judgment in the amount of Five Hundred Fifty Thousand and No/100 Dollars (\$550,000.00), which shall be reserved to be paid to Texas consumers for restitution by Plaintiff (“Restitution Funds”). Plaintiff will be responsible for distributing the restitution funds to Texas Consumers, and will be responsible for the timing, manner, and amount of said distribution in its sole discretion. Defendant will provide reasonable assistance and information to Plaintiff to implement said distribution, and the assistance and/or information will be provided by Defendant to Plaintiff within 30 days of Plaintiff’s making such request. A portion of the restitution funds may be used by the Plaintiff to pay certain third parties as it deems necessary and for the sole purpose of assisting the Plaintiff in distributing the restitution funds. Any undistributed amounts will be allocated to the State of Texas pursuant to §402.007 of the Texas Government Code.

V.

IT IS FURTHER ORDERED that in addition to said payments, Defendant pay Plaintiff the amount of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) (“Attorneys’ Fees”) for reimbursement of the State’s attorneys’ fees, court costs and investigative costs incurred in this case, the receipt and sufficiency of is acknowledged by the Office of the Attorney General of Texas, which sum is for the benefit of the State of Texas, a governmental unit, and which is not compensation for any actual or pecuniary loss and does not constitute an antecedent debt with respect to this litigation.

Defendant shall pay the total amount of Restitution Funds and Attorneys' Fees to the Office of Attorney General of Texas within 30 calendar days of entry of this Judgment by the Court unless otherwise agreed in writing by the parties.

VI.

IT IS FURTHER ORDERED that this Judgment is a complete settlement and release of all claims under the Texas Deceptive Trade Practices Act, Tex. Bus. & Com. Code §17.41 et seq. as set forth in Plaintiff's Original Petition that have been or could have been brought based upon actual or alleged acts, practices or courses of conduct that have occurred through the date of this Judgment. Nothing in this Judgment shall be deemed to preclude the Office of Attorney General's review of acts, practices or courses of conduct that occur after the entry of this Judgment, nor to impair the right of any Defendant to defend any such review, threatened or actual litigation the Plaintiff may pursue, or to assert any right, defense or remedy it may have or seek to pursue.

VII.

This Judgment is not intended to grant or limit any legal rights or remedies of any nature to any third party. This Judgment may not be relied upon by third parties to assert or defend any rights or remedies it might have or pursue, but the effect of this Judgment is between the parties.

VIII.

IT IS FURTHER ORDERED that notices required by this Judgment shall be sent by certified mail, return receipt requested to Defendant as follows unless otherwise agreed in writing by the parties:

JAMES E. DAVIS
Locke Lord Bissell & Liddell LLP
100 Congress Avenue, Suite 300
Austin, Texas 78701

and

O'Connor & Associates
c/o Legal Department
2200 N. Loop West, Suite 200
Houston, TX 77018

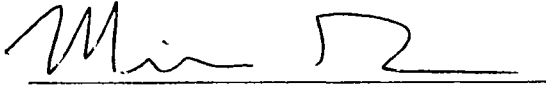
Notice to the Plaintiff shall be by certified mail, return receipt requested addressed as follows unless otherwise agreed in writing by the parties:

Consumer Protection Division of the Office of Attorney General of Texas
Houston Office
ATTENTION: Managing Attorney
808 Travis, Suite 1520
Houston, TX 77002.

IX.

All costs shall be borne by the party incurring same. All relief not expressly granted herein is denied.

This is a final Judgment.

SIGNED this 11 day of November 2010 at 11:00 o'clock (a.m.)/p.m.
NOV 11 2010


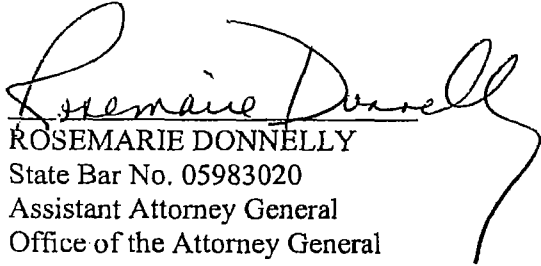
JUDGE PRESIDING

GREG ABBOTT
Attorney General of Texas

DANIEL T. HODGE
First Assistant Attorney General

BILL COBB
Deputy Attorney General for Civil Litigation

PAUL CARMONA
Chief, Consumer Protection and Public Health Division



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Austin, Texas 78701
(512) 305-4700 – Telephone
Attorney for Defendant



I, Loren Jackson, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date
Witness my official hand and seal of office
this _____

Certified Document Number: _____

LOREN JACKSON, DISTRICT CLERK
HARRIS COUNTY, TEXAS

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com