

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

THE STATE OF TEXAS	§	IN THE DISTRICT COURT OF
Plaintiff	§	
V.	§	
	§	TRAVIS COUNTY, TEXAS
TALK TOO ME, L.L.C. d/b/a	§	
OO OPERATOR SERVICES	§	
Defendant	§	_____ JUDICIAL DISTRICT

**AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION**

On this date, came for hearing in the above entitled and numbered cause, in which the State of Texas is Plaintiff and Talk to Me, L.L.C. d/b/a OO Operator Services is the Defendant:

**I.**

**STIPULATIONS**

The parties wish to make the following stipulations and agree to the entry of this Agreed Final Judgment and Permanent Injunction.

It is stipulated that the parties have compromised and settled all claims stated by Plaintiff STATE OF TEXAS in this cause.

It is further stipulated that this Agreed Final Judgment and Permanent Injunction is not an admission of liability on behalf of the Defendant.

The Court then proceeded to read the pleadings and stipulations of the parties, and the Court determined that all parties agreed to the entry of this judgment in the District Court of Travis County, Texas and that they have approved the entry of this judgment.

## II.

### INJUNCTION

**2.1 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that Defendant, its assigns and agents shall be permanently enjoined from engaging in the following conduct:

- a. Providing operator services<sup>1</sup> for any entity which places collect calls to Texas consumers for the purpose of engaging in telemarketing solicitation;
- b. Representing to Texas consumers that local telephone service can or will be terminated for failure to pay a disputed bill for long distance service;
- c. Failing to clearly and conspicuously<sup>2</sup> provide the following written disclosure when responding to consumers who have complained directly to Defendant regarding telephone bills they received for long distance services: “Your local telephone service cannot be terminated because of nonpayment of amounts due for disputed long distance telephone calls;”
- d. Representing to Texas consumers that their failure to pay a telephone bill from Defendant will result in late payment fees, penalties, and collection charges, if the Defendant’s written policies do not allow it to collect these fees, penalties, and/or charges for failure to pay any portion of a telephone bill;
- e. Representing that a telephone bill is the “Final Notice” if there had never been a previous written notice of the telephone bill to a consumer;

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<sup>1</sup>For purposes of this AFJ, “operator services” means the act of supplying a human or automated operator.

<sup>2</sup>For purposes of this AFJ, “clearly and conspicuously” means that the statement, representation, or term being disclosed is of such size, color, and contrast as to be readily apparent to the person to whom it is being disclosed.

- f. Collecting and/or attempting to collect money from Texas consumers for collect telemarketing solicitation calls that were made to such consumers; and
- g. Representing and/or advertising or otherwise indicating to anyone that the Attorney General of Texas has endorsed, sanctioned, or approved of any of Defendant's business activities

### **III.**

#### **ATTORNEY'S FEES, CIVIL PENALTIES, AND COURT COSTS,**

**3.1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the State of Texas shall have judgment against Defendant in the amount of SIX THOUSAND DOLLARS AND NO/100 (\$6,000.00). This judgment amount shall be allocated as follows:

- a. Three Thousand Dollars and No/100 (\$3,000.00) shall be designated as attorney's fees; and
- b. Three Thousand Dollars and No/100 (\$3,000.00) shall be designated as civil penalties.

The judgment amount shall be paid as follows: the Defendant shall tender to the Office of the Attorney General of Texas a cashier's check in the amount of SIX THOUSAND DOLLARS AND NO/100 (\$6,000.00) at the time this judgment is entered by the Court. The payment of this judgment amount shall be tendered by the Defendant in the form of a cashier's check. The check should be made payable to the Office of the Attorney General of Texas and shall be in the amount of \$6,000.00. The check shall bear the Attorney General No. 03-1799182 on it, and shall be hand-delivered to the Office of the Attorney General, Consumer Protection Division, 300 W. 15<sup>th</sup> St., 9<sup>th</sup> Floor, Austin, Texas 78701 (Attn: Pedro Perez, Jr.) or mailed to the following address: Pedro Perez,

Jr, Assistant Attorney General, Consumer Protection Division, Post Office Box 12548, Austin, Texas 78711-2548.

#### IV.

#### RESTITUTION

**4.1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that pursuant to the following procedures, the Defendant shall provide reimbursements to consumers whose complaints are forwarded to the Defendant by the Office of the Attorney General of Texas:

- a. Once the Defendant receives a consumer's complaint from the Office of the Attorney General of Texas, it will have 14 days to pay the consumer the reimbursement amount of \$28.84, or to notify the Office of the Attorney General of Texas in writing that it does not believe that the consumer is due a reimbursement.
- b. Once the Defendant has notified the Office of the Attorney General of Texas, as provided for above, that it does not believe that a particular consumer is not due a reimbursement, it shall not be obligated pursuant to this Judgment to pay the reimbursement, unless it receives the same complaint from the Office of the Attorney General of Texas a second time. In this situation, the Defendant will have 14 days to pay the consumer the reimbursement.
- c. The Defendant shall not be obligated to provide a reimbursement to any consumer whose complaint is dated later than the expiration of sixty days from the date this Judgment is entered by the Court.
- d. After the expiration of 120 days after the Judgment has been entered by the Court, the Defendant shall provide the Office of the Attorney General of Texas a list of all

consumers who were provided reimbursements pursuant to this Judgment.

V.

**MISCELLANEOUS**

**4.1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED** the State of Texas shall have all writs of execution and other process necessary to enforce this Agreed Final Judgment and Permanent Injunction. Defendant, by signature below of its President, hereby acknowledges notice of this permanent injunction and acceptance of same; therefore, no writ need be issued.

**4.2 IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that all costs of court incurred in this case are taxed against the Defendant.

**4.3. IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that all relief not expressly granted herein is denied.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
PRESIDING JUDGE

**AGREED AS TO SUBSTANCE AND FORM AND ENTRY REQUESTED:**

GREG ABBOTT  
Attorney General of Texas

BARRY R. MCBEE  
First Assistant Attorney General

EDWARD D. BURBACH  
Deputy Attorney General for Litigation

PAUL D. CARMONA  
Chief, Consumer Protection and Public Health Division

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**ATTORNEYS FOR THE STATE OF TEXAS**

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**AGREED AS TO SUBSTANCE AND FORM AND ENTRY REQUESTED:**

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**ATTORNEY FOR DEFENDANT**

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Abbie Forrest, PRESIDENT,  
Talk Too Me, L.L.C. d/b/a OO Operator  
Services