# JAMES W. WOLTZ

JUSTICE OF THE PEACE
GALVESTON COUNTY PRECINCT 8
628 S. FRIENDSWOOD DRIVE
FRIENDSWOOD, TEXAS 77546


County Court No. 2
of Galveston County

TRANSFERRED TO PROBATE COURT

46338

June 29, 1999

**JUDGMENT**
**CAUSE NO. JC990020**

| | |
|---|---|
| JOE SHIELDS | IN JUSTICE COURT |
| VS | PRECINCT 8 |
| PRIME STAR AND<br>TEXAS TELEMARKETING INC | GALVESTON COUNTY, TEXAS |

This the 28TH day of JUNE, 1999, came on to be tried in its regular order the above styled and numbered cause wherein JOE SHIELDS, Plaintiff, and PRIME STAR AND TEXAS TELEMARKETING INC, Defendants, and came the parties in person and announced ready for trial, and both parties waived a jury, all matters in controversy of fact and of law, were submitted to the court sitting without a jury; and the court, it is the opinion of the court that the Plaintiff is justly entitled to a judgment against the Defendantf as hereinafter set out.

FILED
99 JUN 30 PM 3:
GALVESTON COUNTY

IT IS THEREFORE, ORDERED, ADJUDGED, and DECREED by the court that the Plaintiff, JOE SHIELDS, have and recover of the Defendant, PRIME STAR, nothing from this suit; IT IS THEREFORE, ORDERED, ADJUDGED, and DECREED by the court that the Plaintiff, JOE SHIELDS, have and recover of the Defendant, TEXAS TELEMARKETING INC, judgment of $500.00, with interest thereon from date at the rate of 10% per annum, and all costs incurred in this suit, and for all of this let execution issue, and such writs and processes as may be necessary in the enforcement and collection of this judgment.

Signed on June 30, 1999.

JUDGE JAMES W. WOLTZ

NO. 46,338

| | | |
|---|---|---|
| JOE SHIELDS | § | IN THE COUNTY COURT NO.3 |
| | § | |
| VS. | § | OF |
| | § | |
| TEXAS TELEMARKETING, INC. | § | GALVESTON COUNTY, TEXAS |

**JUDGMENT**

On the 10th day of January, 2002, came on to be heard the above entitled and numbered cause. Plaintiff, Joe Shields, appeared in person and by his attorney of record and announced ready for trial. Texas Telemarketing, Inc., the Defendant, although duly and timely notified of the trial, did not appear nor did its attorney appear. No jury having demanded, all matters of fact and things in controversy were submitted to the court.

The Court, having heard the evidence and arguments of counsel, is of the opinion that Texas Telemarketing, Inc. violated the Telephone Consumer Protection Act and the regulations issued pursuant thereto by making an intra-state pre-recorded telemarketing call, by not placing plaintiff's name on its Do-Not-Call list; by not forwarding to plaintiff, upon his request, a copy of its Do-Not-Call policy; by not providing the name of the person making the call; and by not properly training its personnel in telemarketing and do-not-call procedures. The Court further finds that such actions were done willfully or knowingly. The Court therefore finds that the plaintiff is entitled to recover of and from the defendant the sum of seven thousand five hundred and No/100 Dollars ($7,500.00) as statutory and additional damages.

IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED by the Court that Joe Shields do have and recover statutory and additional damages from Texas Telemarketing, Inc. in the sum of seven thousand five hundred and no/100 Dollars ($7,500.00). It is further ORDERED that the judgment hereby rendered shall bear interest at the rate of ten percent (10%) per annum, compounded annually, from the date hereof until paid.

All costs of court expended or incurred in this cause are hereby adjudged against Texas Telemarketing, Inc. All writs and processes for the enforcement and collection of this judgment

and the costs of court may issue as necessary. All other relief not expressly granted herein is denied.

SIGNED This 6 day of February, 2002.

JUDGE

FILED
02 FEB -7 AM 10:49
COUNTY CLERK
GALVESTON COUNTY, TEXAS

Cause No. JC00000019

| | | |
|---|---|---|
| JOE SHIELDS | § | THE JUSTICE OF THE PEACE |
| | § | |
| VS. | § | |
| | § | COURT PRECINCT NO. 8 OF |
| PATRICK PORTER INDIVIDUALLY | § | |
| AND D/B/A POSITIVE CHANGES | § | |
| HYPNOSIS | § | GALVESTON COUNTY, TEXAS |

## JUDGMENT

On the 20th day of November, 2000, came on to be heard the above-entitled and numbered cause. Plaintiff, Joe Shields, appeared in person and by his attorney of record and announced ready for trial. Sergio Tamburri, individually and d/b/a Positive Changes Hypnosis SE, the Defendant, appeared in person and announced ready for trial. No jury having been demanded, all matters of fact and things in controversy were submitted to the Court. The Court, after hearing the evidence and arguments of counsel, is of the opinion that the Plaintiff is entitled to recover of and from the Defendant the sum of Two Thousand and No/100ths Dollars ($2,000.00) in actual and additional damages.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that Joe Shields have and recover actual and additional damages of and from Sergio Tamburri, individually and d/b/a Positive Changes Hypnosis SE in the sum of Two Thousand Dollars.

It is FURTHER ORDERED that the Judgment hereby rendered shall bear interest at the rate of ten per cent (10%) per annum, compounded annually, from the date hereof until paid.

All costs of Court expended or incurred in this cause are hereby adjudged against Sergio Tamburri, individually and d/b/a Positive Changes Hypnosis SE. All writs and processes for the enforcement and collection of this Judgment and the costs of Court may issue as necessary. All other relief not expressly granted herein is denied.

Signed this 27 day of November, 2000.

JUDGE

FILED
11/21/00 CO
JUSTICE PCT. 8
Galv. Co., Texas

17,710

Cause No. ~~JC00000019~~

In the County Court No 2

| | | |
|---|---|---|
| JOE SHIELDS | § | ~~THE JUSTICE OF THE PEACE~~ |
| | § | |
| VS | § | |
| | § | ~~COURT PRECINCT NO. 8 OF~~ |
| PATRICK PORTER INDIVIDUALLY AND D/B/A POSITIVE CHANGES HYPNOSIS | § | |
| | § | GALVESTON COUNTY, TEXAS |

## JUDGMENT

On the 19th day of November, 2000, came on to be heard the above-entitled and numbered cause. Plaintiff, Joe Shields, appeared in person and by his attorney of record and announced ready for trial Sergio Tamburri, individually and d/b/a Positive Changes Hypnosis SE, the Defendant, although he had filed an answer, did not appear in person or by an attorney. No jury having been demanded, all matters of fact and things in controversy were submitted to the Court The Court, after hearing the evidence and arguments of counsel, is of the opinion that the Plaintiff is entitled to recover of and from the Defendant the sum of Four Thousand Five Hundred and No/100ths Dollars ($4,500.00) in actual and additional damages.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that Joe Shields have and recover actual and additional damages of and from Sergio Tamburri, individually and d/b/a Positive Changes Hypnosis SE in the sum of Four Thousand Five Hundred and No/100ths Dollars ($4,500.00).

It is FURTHER ORDERED that the Judgment hereby rendered shall bear interest at the rate of ten per cent (10%) per annum, compounded annually, from the date hereof until paid.

All costs of Court expended or incurred in this cause are hereby adjudged against Sergio Tamburri, individually and d/b/a Positive Changes Hypnosis SE All writs and processes for the enforcement and collection of this Judgment and the costs of Court may issue as necessary. All other relief not expressly granted herein is denied.

Signed this 20 day of November, 2001.

JUDGE

FILED
01 NOV 20 AM 9:34
COUNTY CLERK
GALVESTON COUNTY, TEXAS

Cause No. JC00000034

| | | |
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| JOE SHIELDS | * | IN THE JUSTICE OF THE PEACE COURT |
| VS. | * | |
| | * | PRECINCT NO. 8 OF |
| VOICE POWER TELECOMMUNICATIONS, INC. AND MOTOROLA, INC. | * | GALVESTON COUNTY, TEXAS |

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES JOE SHIELDS, hereinafter called plaintiff, complaining of Voice Power Telecommunications, Inc.(hereinafter called "VPT) and Motorola,Inc. (hereinafter called "Motorola") hereinafter called defendants, and for cause of action would respectfully show the Court as follows:

I.

This case is filed as a level I case.

II.

Plaintiff is an individual and a resident of Galveston County, Texas.

Defendant, Voice Power Telecommunications, Inc., is a corporation organized and existing under the laws of the State of Texas. Service of process may be had upon it by serving its registered agent for service, Kerry Spradley, at 2525 Wallingwood, Suite 800, Austin, Travis County, Texas.

Defendant, Motorola, Inc. is a corporation organized and existing under the laws of the State of Deleware. Service of process may be had upon it by serving its registered agent for service, CT Corporation World System, at 350 North St. Paul Street, Dallas, Dallas County, Texas.

FILED
4-25-00 CB
JUSTICE PCT. 8
Galv. Co., Texas

III.

This is a suit brought pursuant to the provisions of the Telephone Consumers Protection Act (hereinafter TCPA), 47 U.S.C. §227 and Section 35.47 of the Texas Business and Commerce Code.

IV.

The telephone number at plaintiff's residence is 281-972-6276 and 281-482-7603. Such numbers were assigned to plaintiff by the telephone company servicing such residence.

COUNT I

V.

On January 28, 2000, at or about 12:42 o'clock p.m., plaintiff received an artificial or pre-recorded voice telephone solicitation initiated by defendant VPT. The telephone number identified as the source of the telephone solicitation was 713-664-0586. This telephone number is an internal telephone number of the defendant VPT. Such solicitation is a violation of 47 U.S.C. §227(b)(1)(B) and Section 35.47 (g) of the Texas Business and Commerce Code. Plaintiff had no prior relationship with the defendant VPT, nor did plaintiff have a prior relationship with the business represented by defendant VPT, Motorola, nor was there a prior express consent by plaintiff to receive such telephone solicitations to plaintiff's residential telephone line.

VI.

The actions of the defendant VPT described in this Count were done willfully or knowingly.

COUNT II

VII.

The artificial or pre-recorded telephone solicitation did not give a telephone number or address of the entity or person initiating the telephone solicitation. Thus, there is a further violation of the TCPA, the Code of Federal Regulations, 47 C.F.R. 64.1200 , and Section 35.47(g) of the Texas Business and Commerce Code.

VIII.

The actions of the defendant, VPT described in this Count were done willfully or knowingly.

APPLICABLE TO ALL COUNTS

IX.

Pursuant to 47 U.S.C. §227(b) and Section 35.47(g) of the Texas Business and Commerce Code plaintiff is entitled to bring this private cause of action against defendants for violations of the TCPA, the federal regulations enacted pursuant thereto, and §35.47 (g) of the Texas Business and Commerce Code.

X.

Pursuant to 47 U.S.C. §227(B)(3) and §35.47 (g) of the Texas Business and Commerce Code plaintiff has incurred actual monetary losses from such violation including but not limited to attorney's fees. Plaintiff hereby seeks judgment of and from the defendants, jointly and severally, for the greater of $500 for each violation or his actual monetary losses, including but not limited to attorney's fees, a sum which plaintiff alleges to be within the jurisdictional limits of this Court.

XI.

In addition, plaintiff alleges that all or some of the violations of the TCPA and the Texas Business and Commerce Code committed by the defendant VPT were done willfully or

knowingly. Plaintiff thus seeks additional damages in an amount determined by the Court equal to not more than three (3) times the amount found by the Court in accordance with Paragraph X hereof.

XII.

Furthermore, pursuant to 47 C.F.R. 64.1200(e)(2)(iii) and Section 35.47 (g) of the Texas Business and Commerce Code defendant Motorola is jointly and severally liable for the actions of defendant VPT.

WHEREFORE, premises considered, plaintiff prays that defendants be cited to appear and answer herein, and that upon final trial hereof, plaintiff recover a judgment of and from the defendants, jointly and severally, for his damages as allowed by law, additional damages, costs of court, and for all such other and further relief, at law and in equity, to which plaintiff may show himself justly entitled.

KENNETH C. KAYE
Attorney at Law
1101 West Main Street, Suite P
League City, Texas 77573
(281) 332-3508
FAX NO. (281) 332-4526
BAR NO. 11124000
ATTORNEY FOR PLAINTIFF

47773

CAUSE NO. JC 0000034

| | | |
|---|---|---|
| JOE SHIELDS | * | JUSTICE OF THE PEACE |
| | * | |
| VS. | * | COURT, PRECINCT NO. 8 OF |
| | * | |
| VOICE POWER TELECOMMUNICATIONS, INC. and MOTOROLA, INC. | * | GALVESTON COUNTY, TEXAS |

County Court No. 2
of Galveston County

**JUDGMENT**

On the 27th day of November, 2000, came on to be heard the above-entitled and numbered cause. Plaintiff, Joe Shields, appeared in person and by his attorney of record and announced ready for trial. Voice Power Telecommunications, Inc., the Defendant, appeared by its attorney and announced ready for trial. No jury having been demanded, all matters of fact and things in controversy were submitted to the Court.

The Court, having heard the evidence and arguments of counsel, is of the opinion that the Plaintiff is entitled to recover of and from the Defendant the sum of One Thousand Five Hundred and No/100ths Dollars ($1,500 00) as statutory and additional damages.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that Joe Shields do have and recover statutory and additional damages from Voice Power Telecommunications, Inc in the sum of One Thousand Five Hundred and No/100ths Dollars ($1,500.00).

It is FURTHER ORDERED that the Judgment hereby rendered shall bear interest at the rate of ten per cent (10%) per annum, compounded annually, from the date hereof until paid.

All costs of court expended or incurred in this cause are hereby adjudged against Voice Power Telecommunications, Inc. All writs and processes for the enforcement and collection of this Judgment and the costs of court may issue as necessary. All other relief not expressly granted herein is denied.

Signed this the 8th day of January, 2001.

JUDGE

FILED
01 JAN 25 AM 9:08
GALVESTON COUNTY CLERK
GALVESTON COUNTY, TEXAS

A TRUE COPY I CERTIFY UNDER MY HAND AND SEAL OF OFFICE.
PATRICIA RITCHIE, County Clerk
Galveston County, Texas

By Kathryn Novelli Deputy
Kathryn Novelli

FILED
1/3/01 CB
JUSTICE PCT. 8
Galv. Co., Texas

APPROVED AS TO FORM:

KENNETH C KAYE
Attorney at Law
1101 West Main Street, Suite P
League City, Texas 77573
(281) 332-3508
FAX NO (281) 332-4526
BAR NO. 11124000
ATTORNEY FOR PLAINTIFF,
JOE SHIELDS

DOUGLAS A. McANINCH
Bar Number 00791212
Attorney at Law
1001 Texas Avenue, Suite 1010
Houston, Texas 77002-3199
(713) 247-0000
FAX NO (713) 739-8311
ATTORNEY FOR DEFENDANT,
VOICE POWER

FILED
01 JAN 25 AM 9:08
COUNTY CLERK
GALVESTON COUNTY TEXAS

A TRUE COPY I CERTIFY UNDER MY
HAND AND SEAL OF OFFICE.
PATRICIA RITCHIE, County Clerk
Galveston County, Texas
By Kathryn Novelli Deputy
Kathryn Novelli

CAUSE NO. 47,773

| | | |
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| JOE SHIELDS | § | IN THE COUNTY COURT |
| | § | |
| vs. | § | NUMBER TWO (2) OF |
| | § | |
| VOICE POWER | § | |
| TELECOMMUNICATIONS, INC. | § | GALVESTON COUNTY, TEXAS |

**RELEASE AND SETTLEMENT AGREEMENT**

STATE OF TEXAS §

COUNTY OF Galveston §

KNOW ALL MEN BY THESE PRESENTS:

That this agreement of Release and Settlement by **JOE SHIELDS**, Plaintiff in the above styled and numbered cause, on his behalf and on behalf of his heirs, successors and assigns, hereinafter sometimes referred to as "Plaintiff," in favor of **VOICE POWER TELECOMMUNICATIONS, INC.**, its insurer (One Beacon Insurance Co.), successors, assigns, subsidiaries, parents, divisions, affiliates, partners, officers, directors, employers, employees, servants, attorneys, representatives, principals and agents of the same, as well as all other persons acting or purporting to act on behalf of **VOICE POWER TELECOMMUNICATIONS, INC.**, hereinafter sometimes referred to as "Defendant," and further sometimes being referred to herein as the "Released Party", is to witness the following:

WHEREAS Plaintiff has agreed and covenanted to compromise, settle, release and discharge forever any and all claims, actions, causes of action or demands, direct or indirect, past or present, asserted or unasserted, the Plaintiff may have against the Defendant, or which may hereafter arise concerning the following:

J. S.

All matters controverted or otherwise as set forth in Cause No. 47,773, styled *Joe Shields vs. Voice Power Telecommunications, Inc.*, In the County Court at Law Number Two (2) of Galveston County, Texas, and all matters not set forth therein, and which have arisen, may have arisen or may arise in the future, related directly or indirectly to the transactions, occurrences, or events alleged in the aforementioned action;

WHEREAS, it has been alleged by Plaintiff that in and as a result of said transaction, occurrences and events, Plaintiff allegedly sustained damages, all of which are alleged in Plaintiff's Petition and any subsequent complaints to which reference is hereby made; and

WHEREAS, bonafide disputes and controversies exist with reference to the alleged liability of Defendant for any amount of damages allegedly sustained by Plaintiff, and doubt, disagreement and uncertainty exists as to the amount of said alleged liability and any and all other damages allegedly sustained by Plaintiff; and

WHEREAS, Defendant without admitting liability to Plaintiff for any amount of damages, but acting only in the interest of compromising and settling claims urged against it in this lawsuit and in the interest of buying peace, have this date paid to the Plaintiff the total sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($8,500.00) and other good and valuable consideration, and Plaintiff has herewith RELEASED, ACQUITTED and DISCHARGED Defendant from any and all liability for damages, claims, actions, causes of action or demands, direct and/or indirect, past and/or present, asserted and/or unasserted, accrued and/or unaccrued, known and/or unknown arising out of or in any way connected with the transaction or occurrences made the basis of this lawsuit.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

J. A.

That, for and in consideration of the recitals set forth above and payment of the sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($8,500.00) and other good and valuable consideration, by the Defendant's insurers to Plaintiff, the receipt and sufficiency of which is hereby acknowledged, Plaintiff has this date RELEASED and by these presents does RELEASE, ACQUIT and FOREVER DISCHARGE **VOICE POWER TELECOMMUNICATIONS, INC.**, its insurers (One Beacon Insurance Co.), successors, assigns, subsidiaries, parents, divisions, affiliates, partners, officers, directors, employers, employees, servants, attorneys, representatives, principals and agents, as well as all other persons, acting or purporting to act on behalf of Defendant, from any and all claims or causes of action of any kind whatsoever, at common law, statutory or otherwise, which Plaintiff may have, known and/or unknown, accrued and/or unaccrued, asserted and/or unasserted now existing or that might arise hereafter, directly or indirectly attributable to the transaction, occurrence or event made the basis of this lawsuit, it being Plaintiff's intention to RELEASE, ACQUIT and FOREVER DISCHARGE all claims of any kind arising out of said incident which Plaintiff may have against Defendant and the Released Parties, whether asserted in the above captioned suit or not; and

That it is expressly understood and agreed that the terms hereof are contractual and not merely recitals and that agreement herein contained and the consideration transferred or to compromise doubtful and disputed claims, avoid further litigation, and buy peace, and that no payments made nor releases or any other consideration given shall be construed as an admission of liability, all liability being expressly denied.

That it is expressly understood and agreed that the Defendant, its insurer (One Beacon Insurance Co.), successors, assigns, subsidiaries, parents, divisions, affiliates, partners, officers,

J. A.

directors, employers, employees, servants, representatives, principals and agents of the same, will NEVER have to pay anything more to the Plaintiff than the above described total sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($8,500.00) previously described herein for or on account of said incident; and

That Plaintiff expressly warrants and represents to the Released Party that:

4. Plaintiff is legally competent to execute this Release and Settlement Agreement;
5. Plaintiff has not assigned, pledged or otherwise in any manner whatsoever sold or transferred either by written instrument, or otherwise, any right, title, interest, or claim which he has or may have by reason of this lawsuit and agreement or any other matters arising out of or relating thereto other than to his attorney;
3. There are no outstanding liens or subrogation interests arising out of the claims made the basis of this lawsuit;
4. Plaintiff has fully read, executed and delivered this Agreement voluntarily and fully understands all the terms and conditions of this Settlement and Release Agreement;
5. Plaintiff knows of no other persons or entities that might be entitled to any recovery by reason or matters made the basis of this Agreement and lawsuit;
6. The Plaintiff realizes that this Agreement is final and conclusive and it is Plaintiff's desire that it be final and conclusive of his rights, if any, against Defendant/Released Parties;
7. The parties hereby released including its insurers, will never, under any circumstances, be required to pay Plaintiff (directly or indirectly) or to anyone else by reason of this Agreement and lawsuit any money or other consideration other than

J. A.

as set forth in this Agreement;

8. No promises or representations of any kind have been made to Plaintiff by the party hereby released or by anyone acting on its behalf except as expressly stated in this instrument; and

9. That no representation about the nature and extent of said damages made by any attorney, claims representative, insurer or agent of the Defendant hereby released, nor any representations regarding the nature and extent of legal liability, financial responsibility, amount of insurance or financial condition of the released party, has induced Plaintiff to make this settlement.

PLEASE READ CAREFULLY BEFORE SIGNING THIS RELEASE.

SIGNED AND EXECUTED this 5th day of September, 2001.

JOE SHIELDS

STATE OF TEXAS §

COUNTY OF Galveston §

BEFORE ME the undersigned Notary Public on this personally appeared JOE SHIELDS known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

To certify which witness my hand and seal.

KENNETH C. KAYE
Notary Public, State of Texas
My Commission Expires
May 06, 2005

Notary Public in and for the State of Texas
My Commission Expires:

## CERTIFICATE OF COUNSEL

I, Kenneth Kaye, counsel of record for Plaintiff, Joe Shields, do hereby acknowledge that the foregoing Release and Settlement Agreement has been fully and completely explained to my client prior to his execution hereof.

Kenneth C. Kaye

Cause No. CV82C0007185

| | | |
|---|---|---|
| JOE SHIELDS | § | IN THE JUSTICE OF THE PEACE COURT |
| | § | |
| VS. | § | PRECINCT NO. 8 |
| | § | |
| AUTO FINANCE & PRE-OWNED CARS INC. D/B/A L S G AUTO FINANCE AND DENNIS LAMAR HAMPTON INDIVIDUALLY D/B/A L S G AUTO FINANCE A/K/A LEGAL SERVICES GROUP AUTOMOTIVE REFERRAL SERVICES, AND LEGAL SERVICES GROUP. | § | HARRIS COUNTY, TEXAS |

PLAINTIFF'S AMENDED PETITION TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES JOE SHIELDS, hereinafter called Plaintiff, complaining of AUTO FINANCE & PRE-OWNED CARS INC. D/B/A L S G AUTO FINANCE AND DENNIS LAMAR HAMPTON INDIVIDUALLY D/B/A L S G AUTO FINANCE A/K/A LEGAL SERVICES GROUP AUTOMOTIVE REFERAL SERVICES AND LEGAL SERVICES GROUP, hereinafter called Defendant's and for cause of action would respectfully show the Court as follows:

I.

Plaintiff is an individual and a resident of Harris County, Texas.

Defendant, Auto Finance & Pre-Owned Cars Inc. d/b/a L S G Auto Finance is an entity operating as a corporation and an assumed business name under the laws of Harris County and the State of Texas. Service of process may be had upon the Defendant by serving the registered agent for Auto Finance & Pre-Owned Cars Inc., Ashie Roark, at 4511 Westray Drive, Missouri City, Texas 77459-2758.

Defendant, Dennis Lamar Hampton d/b/a L S G Auto Finance a/k/a Legal Services Group Automotive Referral Services and a/k/a Legal Services Group is an individual operating under an assumed business name under the laws of Harris County and the State of Texas. Service of process may be had upon the Defendant by serving Dennis Lamar Hampton at 10571 West Airport Blvd., Stafford, Texas 77477.

II.

LOUIE DITTA
JUSTICE OF THE PEACE
PCT 8-2 HARRIS COUNTY
02 JUL 15 AM 11: 12

This is a suit brought pursuant to the provisions of the Telephone Consumer Protection Act (hereinafter TCPA), 47 U.S.C. §227, (1992) and Section 35.47 of the Texas Business and Commerce Code.

III.

The telephone numbers at Plaintiff's residence are (281) 482-7603, and (281) 992-1165. Such numbers are assigned to Plaintiff by the telephone company servicing such residence.

COUNT ONE

IV.

On December 6, 2000 at or about 13:01 o'clock p.m., Defendant's initiated an artificial or prerecorded voice telephone solicitation to the plaintiffs residential telephone line. The telephone number identified as the source of the telephone solicitation was 281-403-6669. This telephone number was a telephone number assigned to the Defendant's by the telephone company at the time the artificial or pre-recorded telephone solicitation was initiated to the Plaintiff's residence. Such artificial or pre-recorded telephone solicitation is a violation of 47 U.S.C. §227(b)(1)(B) and Section 35.47 (f) of the Texas Business and Commerce Code. Plaintiff had no prior relationship with the Defendant's nor did Plaintiff have a prior relationship with the business represented by said Defendant's, nor was there a prior express consent by Plaintiff to initiate such artificial or pre-recorded telephone solicitation to Plaintiff's residential telephone line.

V.

The actions of the Defendant's described in this Count were done willfully or knowingly.

COUNT TWO

VI.

The artificial or pre-recorded telephone solicitation did not give a name of the entity or person initiating the artificial or prerecorded voice telephone solicitation or the business represented by the artificial or prerecorded voice telephone solicitation. Thus, there is a further violation of the TCPA, the Code of Federal Regulations, 47 C.F.R. 64.1200, and Section 35.47(f) of the Texas Business and Commerce Code.

VII.

The actions of the Defendant's described in this Count were done willfully or knowingly.

COUNT THREE

VIII.

On May 14, 2001 at or about 12:43 o'clock p.m., Defendant's initiated an artificial or prerecorded voice telephone solicitation to the plaintiffs residential telephone line. The telephone number identified as the source of the telephone solicitation was 281-499-2079. This telephone number was a telephone number assigned to the Defendant's by the telephone company at the time the artificial or pre-recorded telephone solicitation was initiated to the Plaintiff's residence. Such artificial or pre-recorded telephone solicitation is a violation of 47 U.S.C. §227(b)(1)(B) and Section 35.47 (f) of the Texas Business and Commerce Code. Plaintiff had no prior relationship with the Defendant's nor did Plaintiff have a prior relationship with the business represented by said Defendant's, nor was there a prior express consent by Plaintiff to initiate such artificial or pre-recorded telephone solicitation to Plaintiff's residential telephone line.

IX.

The actions of the Defendant's described in this Count were done willfully or knowingly.

COUNT FOUR

X.

The artificial or pre-recorded telephone solicitation did not give a name of the entity or person initiating the artificial or prerecorded voice telephone solicitation or the business represented by the artificial or prerecorded voice telephone solicitation. Thus, there is a further violation of the TCPA, the Code of Federal Regulations, 47 C.F.R. 64.1200, and Section 35.47(f) of the Texas Business and Commerce Code.

XI.

The actions of the Defendant's described in this Count were done willfully or knowingly.

COUNT FIVE

XII

Plaintiff requested by certified mail that Defendant's place Plaintiff's telephone numbers on Defendant's "Do Not Call" list and that Defendant's furnish to Plaintiff a copy of Defendant's policy on maintaining such a "Do Not Call" list. Defendant's however, intentionally failed to comply with Plaintiff's request by failing to place Plaintiffs telephone numbers on Defendant's "Do Not Call" list and failing to provide Plaintiff with a copy of Defendant's policy on maintaining a "Do Not Call" list. Thus, the Defendant's has further violated 47 C.F.R. 64.1200(e)(2) and Section 35.47(f) of the Texas Business and Commerce Code.

XIII.

The actions of the Defendant's described in this Count were done willfully or knowingly.

APPLICABLE TO ALL COUNTS

XIV.

Pursuant to 47 U.S.C. §227(b) and Section 35.47(f) of the Texas Business and Commerce Code, Plaintiff is entitled to bring this private cause of action against Defendant's for violations of the TCPA, the federal regulations enacted pursuant thereto, and §35.47 (f) of the Texas Business and Commerce Code.

XV.

Pursuant to 47 U.S.C. §227(B)(3) and §35.47 (f) of the Texas Business and Commerce Code, Plaintiff has incurred actual monetary losses from such violations. Plaintiff hereby seeks judgment of and from the Defendant's for Plaintiff's actual monetary losses or the statutory amount of $500.00 for each violation, a sum which Plaintiff alleges to be within the jurisdictional limits of this Court.

XVI.

In addition, Plaintiff alleges that all or some of the violations of the TCPA, the Code of Federal Regulations, 47 C.F.R. 64.1200, and the Texas Business and Commerce Code committed by the Defendant's were done willfully or knowingly. Plaintiff thus seeks additional damages in an amount determined by the Court equal to not more than three (3) times the amount found by the Court in accordance with Paragraphs XV hereof.

XVII.

WHEREFORE, premises considered, Plaintiff prays that the Defendant's be cited to appear and answer herein and that upon trial hereof Plaintiff recover a judgment of and from the Defendant's, for his damages as allowed by law, additional damages, costs of court, and for all such other and further relief, at law and in equity, to which Plaintiff may show himself justly entitled.

Joe Shields
16822 Stardale Lane
Friendswood, Texas 77546
Home: 281-482-7603 (Unpublished & Unlisted)
Home and Fax: 281-992-1165
Work: 281-853-3466
Pager: 713-698-9808 (24/7 response)
Fax Work: 281-853-3104

**Cause Number: CV82C0007185**

| | | |
|---|---|---|
| JOE SHIELDS | § | In the Justice Court |
| Plaintiff | § | Harris County, Texas |
| vs. | § | Precinct 8, Place 2 |
| DENNIS LAMAR HAMPTON, INDIVIDUALLY AND | § | |
| DBA LSG AUTO FINANCE AKA LEGAL SERVICES | § | 16603 BUCCANEER LANE |
| GROUP AUTOMOTIVE REFERRAL SERVICES AND | § | HOUSTON, TX 77062 |
| LEGAL SERVICES GROUP | § | 281-488-7583 |
| AND | | |
| AUTO FINANCE & PRE-OWNED CARS INC. DBA L S G AUTO FINANCE | | |
| Defendants | | |

JOE SHIELDS
16822 STARDALE LANE
FRIENDSWOOD, TX 77546

## Judgment

On November 14, 2002, this cause was called for trial. Plaintiff appeared in person and announced ready for trial. Defendant appeared in person and announced ready for trial.

The Court, after hearing the evidence and arguments of the parties, is of the opinion that Plaintiff is entitled to recover.

It is ORDERED, ADJUDGED and DECREED that JOE SHIELDS recover from DENNIS LAMAR HAMPTON, INDIVIDUALLY AND DBA LSG AUTO FINANCE AKA LEGAL SERVICES GROUP AUTOMOTIVE REFERRAL SERVICES AND LEGAL SERVICES GROUP the amount of $500.00 and post-judgment interest at the rate of 10% per annum from date of judgment until paid, together with court cost of $95.84.

Relief, other than granted in this judgment, is denied.

All writs and processes for the enforcement and collection of this judgment shall issue as necessary.

Signed on: 2/12/2003

JUDGE LOUIE DITTA
Justice of the Peace, Precinct 8, Place 2

Cause No. CV82C0007398

| | | |
|---|---|---|
| JOE SHIELDS | § | IN THE JUSTICE OF THE PEACE COURT |
| | § | |
| | § | |
| VS. | § | PRECINCT NO. 8 |
| | § | |
| DEALER INFORMATION SERVICES LLC A/K/A DIRECT DATA USA AND AUTO PRO FINANCE | § | HARRIS COUNTY, TEXAS |

PLAINTIFF'S ORIGINAL PETITION TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES JOE SHIELDS, hereinafter called Plaintiff, complaining of DEALER INFORMATION SERVICES LLC A/K/A DIRECT DATA USA AND AUTO PRO FINANCE, hereinafter called Defendant and for cause of action would respectfully show the Court as follows:

I.

Plaintiff is an individual and a resident of Harris County, Texas.

Defendant, Dealer Information Services LLC is a Corporation operating under the laws of the State of Texas. Service of process may be had upon Dealer Information Services LLC by serving its registered agent, Douglas Wisdom at 18 Dartmoor Court, Sugar Land, Texas 77479-2900.

LOU ANETTA JUSTICE OF THE PEACE PCT 8-2 HARRIS COUNTY 2001 JUN 25 AM 10:33

II.

This is a suit brought pursuant to the provisions of the Telephone Consumer Protection Act (hereinafter TCPA), 47 U.S.C. §227, (1992) and Section 35.47 of the Texas Business and Commerce Code.

III.

The telephone numbers at Plaintiff's residence are (281) 482-7603, and (281) 992-1165. Such numbers are assigned to Plaintiff by the telephone company servicing such residence.

COUNT ONE

IV.

On July 5, 2000 at or about 19:26 o'clock p.m., Defendant initiated an artificial or prerecorded voice telephone solicitation to the plaintiffs residential telephone line. The

telephone number identified as the source of the telephone solicitation was 713-278-7485. This telephone number was a telephone number assigned to the Defendant by the telephone company at the time the artificial or pre-recorded telephone solicitation was initiated to the Plaintiff's residence. Such artificial or pre-recorded telephone solicitation is a violation of 47 U.S.C. §227(b)(1)(B) and Section 35.47 (f) of the Texas Business and Commerce Code. Plaintiff had no prior relationship with the Defendant, nor was there a prior express consent by Plaintiff to initiate such artificial or pre-recorded telephone solicitation to Plaintiff's residential telephone line.

V.

The actions of the Defendant described in this Count were done willfully or knowingly.

COUNT TWO

VI.

The artificial or pre-recorded telephone solicitation did not give the full name of the individual whose voice is on the artificial or prerecorded voice telephone solicitation. Thus, there is a further violation of the TCPA, the Code of Federal Regulations, 47 C.F.R. 64.1200, and Section 35.47(f) of the Texas Business and Commerce Code.

VII.

The actions of the Defendant described in this Count were done willfully or knowingly.

COUNT THREE

VIII.

Plaintiff requested by certified mail that defendant place Plaintiff's telephone numbers on Defendant's "Do Not Call" list and that Defendant furnish to Plaintiff a copy of Defendant's written policy on maintaining such a "Do Not Call" list. Defendant however, intentionally failed to comply with Plaintiff's request by failing to place Plaintiffs telephone numbers on Defendants "Do Not Call" list and failing to provide Plaintiff with a copy of Defendant's written policy on maintaining a "Do Not Call" list. Thus, the Defendant has further violated 47 C.F.R. 64.1200(e)(2) and Section 35.47(f) of the Texas Business and Commerce Code.

IX.

The actions of the Defendant described in this Count were done willfully or knowingly.

APPLICABLE TO ALL COUNTS

X.

Pursuant to 47 U.S.C. §227(b) and Section 35.47(f) of the Texas Business and Commerce Code, Plaintiff is entitled to bring this private cause of action against Defendant for violations of the TCPA, the federal regulations enacted pursuant thereto, and §35.47 (f) of the Texas Business and Commerce Code.

XI.

Pursuant to 47 U.S.C. §227(B)(3) and §35.47 (f) of the Texas Business and Commerce Code, Plaintiff has incurred actual monetary losses from such violations. Plaintiff hereby seeks judgment of and from the Defendant for Plaintiff's actual monetary losses or the statutory amount of $500.00 for each violation, a sum which Plaintiff alleges to be within the jurisdictional limits of this Court.

XII.

In addition, Plaintiff alleges that all or some of the violations of the TCPA, the Code of Federal Regulations, 47 C.F.R. 64.1200, and the Texas Business and Commerce Code committed by the Defendant were done willfully or knowingly. Plaintiff thus seeks additional damages in an amount determined by the Court equal to not more than three (3) times the amount found by the Court in accordance with Paragraphs XI hereof.

XIII.

WHEREFORE, premises considered, Plaintiff prays that the Defendant be cited to appear and answer herein and that upon trial hereof Plaintiff recover a judgment of and from the Defendant, for his damages as allowed by law, additional damages, costs of court, and for all such other and further relief, at law and in equity, to which Plaintiff may show himself justly entitled.

Joe Shields
16822 Stardale Lane
Friendswood, Texas 77546
Home: 281-482-7603 (Unpublished & Unlisted)
Home and Fax: 281-992-1165
Work: 281-853-3466
Pager: 713-698-9808 (24/7 response)
Fax Work: 281-853-3104

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JUSTICE OF THE PEACE
PCT 8-2

**Cause Number: CV82C0007398**

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|---|---|---|
| JOE SHIELDS | § | In the Justice Court |
| Plaintiff | § | Harris County, Texas |
| vs. | § | Precinct 8, Place 2 |
| DEALER INFORMATION SERVICES, L.L.C. AKA | § | |
| DIRECT DATA USA AND AUTO PRO FINANCE | § | 16603 BUCCANEER LANE |
| Defendant | § | HOUSTON, TX 77062 |
| | § | 281-488-7583 |

JOE SHIELDS
16822 STARDALE LANE
FRIENDSWOOD, TX 77546

## Default Judgment

On 12/12/02, this cause was called for trial. Plaintiff appeared in person and/or by attorney and announced ready for trial. Defendant, having been properly served with a citation and a copy of Plaintiff's petition, answered and despite notice failed to appear at trial.

The Court, after considering the pleadings and hearing the evidence, is of the opinion that Plaintiff is entitled to recover.

It is ORDERED, ADJUDGED and DECREED that JOE SHIELDS recover from DEALER INFORMATION SERVICES, L.L.C. AKA DIRECT DATA USA AND AUTO PRO FINANCE the amount of $500.00 and post-judgment interest at the rate of 10% per annum from date of judgment until paid, together with court cost of $80.00.

Relief, other than granted in this judgment, is denied.

All writs and processes for the enforcement and collection of this judgment shall issue as necessary.

Signed on: 12/16/2002

Louie Ditta

JUDGE LOUIE DITTA
Justice of the Peace, Precinct 8, Place 2

OFMS
O'DONNELL
FEREBEE
McGONIGAL & STONE

ATTORNEYS AT LAW

JOSEPH J. HROCH

(281) 875-8200

COPY

March 7, 2000

Joe Shields
16822 Stardale Ln.
Friendswood, TX 77546

*Via Facsimile No. (281) 853-3104,,*
*Certified Mail RRR, and*
*First Class Mail*

Re: February 2, 2000 correspondence to Walker Hearing Aid Center

Mr. Shields:

I am sending you this correspondence to inform you that the undersigned counsel has been retained by Walker Hearing Aid Centers concerning the above-referenced matter. Therefore, any additional or further correspondence from you must be made and directed to this law firm. As such, by this letter I am requesting that you cease and desist all contact with my client, Walker Hearing Aid Center or Mary Lavender. Should you persist in contacting my client, I have been authorized to seek all available legal remedies related to your harassment.

After reading your correspondence on February 2, 2000, and reviewing the appropriate statutory and case law, your opinion concerning my client's communication is incorrect. As such, my client refuses to settle this matter for your demand of $500.

If you file a lawsuit against my client, I have been authorized to file a counter-claim against you for attorneys' fees, costs and expenses incurred by my client.

This correspondence shall be the only communication you receive from my client regarding this matter.

Very truly yours,

O'DONNELL, FEREBEE, McGONIGAL & STONE
A PROFESSIONAL CORPORATION

Joseph J. Hroch

Joseph J. Hroch

JJH/cw
cc: Walker Hearing Aid Centers

A PROFESSIONAL CORPORATION
450 GEARS - SIXTH FLOOR • HOUSTON, TEXAS 77067-4584 • FAX (281) 875-4962 • E-MAIL ofms@swbell.net

Cause No. JC00000035

| | | |
|---|---|---|
| JOE SHIELDS | * | IN THE JUSTICE OF THE PEACE |
| | * | |
| VS. | * | COURT NO. 8 OF |
| | * | |
| WALKER HEARING AID CENTER, INC. | * | GALVESTON COUNTY, TEXAS |

**JUDGMENT**

On the 20th day of November, 2000, came on to be heard the above-entitled and numbered cause. Joe Shields, the Plaintiff, appeared in person and by his attorney of record and announced ready for trial. The Court determined that proper citation had been issued and served upon the said defendant, Walker Hearing Aid Center, Inc., for the time and in the manner required by law and that the same has been on file herein for more than ten days next prior to the date hereof. The Court finds further that all prerequisites of the law invoking the jurisdiction and venue of this cause and of the Defendant have been in all things complied with. Said cause being regularly called in its order on the docket, came the Plaintiff in person and by his attorney, but the Defendant, as at all times heretofore, failed to appear or answer in its behalf but wholly made default.

Whereupon no jury having been demanded, all questions of law as well as of fact were submitted to the Court. The Court having read the pleadings and having heard the evidence thereon is of the opinion that Plaintiff, Joe Shields, is entitled to recover his damages by reason of the premises against the said Defendant, Walker Hearing Aid Center, Inc., who is in default.

The Court, after hearing the evidence and arguments of counsel, is of the opinion that Joe Shields, Plaintiff, is entitled to recover of and from the Defendant, Walker Hearing Aid Center, Inc., the sum of $2,500.00 in actual damages and $2,000.00 in additional damages, a total of $4,500.00.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that Joe Shields do have and recover damages of and from Walker Hearing Aid Center, Inc., in the sum of Four

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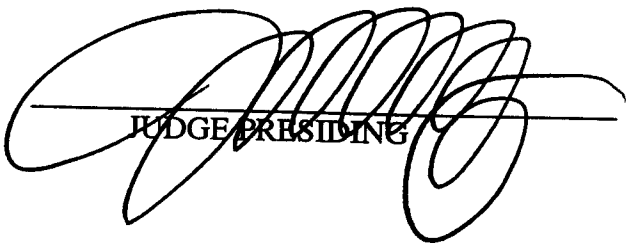
JUSTICE PCT. 8
Galv. Co., Texas

Thousand Five Hundred and no/100ths Dollars ($4,500.00) with interest thereon at the rate of ten per cent (10%) per annum, compounded annually, from the date hereof until paid.

All costs of Court expended or incurred in this cause are hereby adjudged against Walker Hearing Aid Center, Inc. All writs and processes for the enforcement and collection of this judgment and the costs of Court may issue as necessary. All other relief not expressly granted herein is DENIED.

Signed this the 27 day of November, 2000.



JUDGE PRESIDING