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NO. 2001-32094

JOE SHIELDS,  
Plaintiff,

v.

KENNITH DALE HENSLEY, et al.,  
Defendants.

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IN THE DISTRICT COURT OF  
  
HARRIS COUNTY, TEXAS  
  
280TH JUDICIAL DISTRICT

AGREED PERMANENT INJUNCTION AS TO CERTAIN DEFENDANTS

On May 31, 2002, Plaintiff Joe Shields and certain Defendants resolved this litigation during mediation and executed a Settlement Agreement. As part of the Settlement Agreement Defendants Dish TV; All American Alarms, Inc.; Starsat of Houston, Inc.; and New Age Satellite & Security, Inc. (collectively, the "Agreeing Parties") agreed to the terms of this Permanent Injunction. The Agreeing Parties, for each of themselves respectively, as well as their respective agents, attorneys, trustees, and employees, agree to the Court entering an Order permanently enjoining each of them respectively from violating the Telephone Consumer Protection Act by:

1. Initiating a telephone call to a residential telephone of members of the public using an artificial or prerecorded voice to deliver a message without prior express consent of or a prior business relationship with the called party;
2. Making calls to members of the public with whom the Agreeing Party has no established business relationship;
3. Failing to clearly state the caller's identity at the beginning of the message in telephone calls which the Agreeing Party initiates;

**F I L E D**  
CHARLES BACARISSE  
District Clerk  
JUL 11 2002  
Harris County, Texas  
By \_\_\_\_\_ Deputy

RECORDER'S MEMORANDUM  
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and not satisfactory for photographic  
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present at the time of imaging

IMAGED

4. Failing to clearly state the identity of the individual making the call at the beginning of the message in telephone calls which the Agreeing Party initiates;
5. Failing to clearly state the identity of the entity which the caller represents at the beginning of the message in telephone calls which the Agreeing Party initiates;
6. Failing to clearly state the caller's telephone number during or after the message in telephone calls which the Agreeing Party initiates;
7. Failing to clearly state the caller's address during or after the message in telephone calls which the Agreeing Party initiates;
8. Failing to clearly state the telephone number of the individual making the call during or at the end of the message in telephone calls which the Agreeing Party initiates;
9. Failing to clearly state the address of the individual making the call during or at the end of the message in telephone calls which the Agreeing Party initiates;
10. Failing to clearly state the telephone number of the entity which the caller represents during or after the message in telephone calls which the Agreeing Party initiates;
11. Failing to clearly state the address of the entity which the caller represents during or after the message in telephone calls which the Agreeing Party initiates;
12. Failing to have a written policy for maintaining a "do not call" list available upon demand;
13. Failing to provide copies of its written "do not call" policy upon demand;
14. Failing to inform a caller's personnel engaged in telephone solicitation of the existence and use of the "do not call" list;

15. Failing to train the caller's personnel engaged in telephone solicitation in the use of the "do not call" list;
16. Failing to record the requests made by members of the public not to receive calls from the caller;
17. Failing to record, at the time a member of the public makes a request, the request not to receive calls from the caller;
18. Failing to provide members of the public with the telephone number at which the caller can be contacted;
19. Failing to provide members of the public with the address at which the caller can be contacted; and
20. Failing to maintain records of members of the public who request not to receive future telephone solicitations.

It is therefore, ORDERED, ADJUDGED and DECREED that the Agreeing Parties, for each of them respectively, as well as their respective agents, attorneys, trustees, and employees, are hereby permanently enjoined from committing the acts specified in number 1-20 above and are further ordered to desist from making telephone calls in violation of the Telephone Consumer Protection Act.

All other relief requested by Plaintiff against the Defendants listed in the first paragraph of this Order is DENIED. This Order is complete as to the Defendants that are the subject of this Order. This Order is interlocutory at this time only because other parties remain undisposed. Otherwise this is a final order as to the Defendants named in this Order.

*Signed July 3, 2002.*

*Tony Lindsay*  

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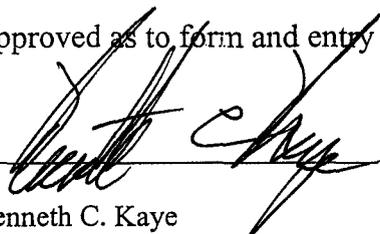
*Judge Presiding*

Signed this \_\_\_\_\_ day of June, 2002.

\_\_\_\_\_  
TONY LINDSAY

Judge Presiding

Approved as to form and entry requested:

  
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**On behalf of, and as counsel for, Defendants Star-Sat of Houston, Inc. and All American Alarms, Inc.**

**On behalf of, and as counsel for, Defendants DISH TV, Inc. and New Age Security & Satellite, Inc.**