2016-CI-16400
037TH JUDICIAL DISTRICT COURT
STATE OF TEXAS VS Z & H ENTERPRISES INC
DATE FILED: 09/22/2016

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	**_____ JUDICIAL DISTRICT**
	§	
Z & H ENTERPRISES, INC. d/b/a	§	
5 CORNERS FOOD MART	§	
AND	§	
KAMIL ZINDANI, INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

ASSURANCE OF VOLUNTARY COMPLIANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the STATE OF TEXAS ("State"), acting by and through its Attorney General, Ken Paxton, and Z & H Enterprises, Inc. d/b/a 5 Corners Food Mart, and Kamil Zindani, Individually (hereinafter "Respondents"), and respectfully submit the following Assurance of Voluntary Compliance ("AVC") for the Court's approval and filing in accordance with the Deceptive Trade Practices –Consumer Protection Act ("DTPA"), section 17.58 of the Texas Business & Commerce Code.

FILED
DONNA KAY McKINNEY
DISTRICT CLERK
BEXAR COUNTY
16 SEP 22 AM 8:30
DEPUTY
BY

RESPONDENTS

1. Kamil Zindani is an individual who resides in Texas and is the President of Z & H Enterprises, Inc., a Texas Corporation. Z & H Enterprises, Inc. d/b/a 5 Corners Food Mart is a convenience store located at 3517 S. Gevers, San Antonio, Texas 78210.

NATURE OF ALLEGED VIOLATIONS

2. During the course of their investigation, the Consumer Protection Division ("CPD") uncovered evidence obtained from the San Antonio Police Department ("SAPD") indicating that 5 Corners Food Mart located at 3517 S. Gevers San Antonio, Texas 78210 was unlawfully selling contact lenses without requiring consumers to present a prescription upon

purchase. Such conduct, if proven, would violate Sections 17.46 (b)(2), (3), (5), (7), and (24) of the DTPA,[1] Section 353.101 of the Texas Contact Lens Prescription Act,[2] and Section 351.604 of the Texas Optometry Act[3]. Upon SAPD's discovery that Respondents were illegally selling contact lenses, Respondents voluntarily ceased selling contact lenses and have voluntarily agreed that they will continue to cease selling lenses. Respondents actively participated in the negotiations leading up to this AVC. Respondents are aware of the obligations this AVC places on them and are capable of carrying out those duties. Respondents agree entry of this AVC is in the public interest.

DEFINITIONS

3. The following definitions shall be used in construing this AVC:

   a. **"Respondents"** means Z & H Enterprises, Inc. d/b/a 5 Corners Food Mart, and Kamil Zindani, Individually, and each of their respective officers, agents, servants, employees, business entities, and any other persons in active concert or participation with Z & H Enterprises, Inc. d/b/a 5 Corners Food Mart, and Kamil Zindani, Individually.

   b. **"Contact Lenses"** means lenses which provide vision correction or lenses which are used for cosmetic or novelty purposes.

---

[1] § 17.46(b)(2): "causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

§ 17.46(b)(3): "causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;"

§ 17.46(b)(5): "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;"

§ 17.46(b)(7): "representing that goods or services are of a particular standard, quality, or grade…if they are of another;" and

§ 17.46(b)(24): "failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed."

[2] Section 353.101 of the Texas Contact Lens Prescription Act provides that a person, other than the prescribing physician, optometrist or therapeutic optometrist, may *not* fill a contact lens prescription or sell or dispense contact lenses to a consumer in Texas *unless* the person receives a prescription *or* verifies by direct communication a contact lens prescription to be filled.

[3] The Texas Optometry Act also makes it a violation of the DTPA for a person to dispense a contact lens without having a valid prescription.

TERMS OF COMPLIANCE

4. Respondents hereby agree and voluntarily assure the Attorney General of Texas effective the day of the entry of this AVC, Respondents shall continue to refrain from selling, advertising, offering for sale, dispensing, or holding for consignment any type of contact lenses.

NOTICE

5. The State of Texas and Respondents acknowledge, as set forth in Tex. Bus. & Com. Code §17.58(c), that unless this AVC has been rescinded by agreement of the parties or voided by the Court for good cause, the subsequent failure to comply with the terms of this AVC is prima facie evidence of a violation of the DTPA in any action by the State of Texas acting by and through the Office of the Attorney General. Respondents do not waive and hereby expressly reserve all defenses to any claim that they have failed to comply with the terms of this AVC. Further, it is agreed and understood that this AVC shall not in any way affect the individual rights of action of any consumer. The State's agreement to this AVC does not constitute an approval by the State of any practices of Respondents, and Respondents will not represent that this AVC constitutes approval by the Office of the Attorney General or the Court of any of Respondents' practices. Respondents' signature on this AVC does not constitute an admission of wrongdoing or an admission of a violation of any applicable legal provisions. This AVC is being signed in order to avoid protracted litigation and to resolve all claims and contentions asserted in connection with this proceeding.

MONETARY PROVISIONS

6. Respondents further agree that they will pay the sum of EIGHT HUNDRED DOLLARS ($800) to the State of Texas for civil penalties and EIGHT HUNDRED DOLLARS

($800) to the State of Texas for the State's reasonable attorneys' fees and investigative costs for a total of SIXTEEN HUNDRED DOLLARS ($1,600).[4]

7. Respondents shall make such payment by certified check or wire transfer, payable to the "Office of the Texas Attorney General," bearing the reference AG# CX0516312149, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, MC-003, P.O. Box 12548, Austin, TX 78711-2548. State acknowledges payment has been made by Respondents upon the entry of this AVC.

REFUNDS TO CONSUMERS

8. Respondents hereby agree to and shall provide full refunds to consumers who purchased contact lenses from Respondents upon the consumer returning the contact lenses (in an unopened box) to Respondent's store within 90 days of the entry of this AVC. Upon the return of the lenses, Respondents shall immediately destroy them.

COOPERATION PROVISIONS

9. Respondents hereby agree and voluntarily assure the Office of the Attorney General of Texas that effective the day of entry of this AVC, Respondents and any of their officers, agents, servants, employees, business entities shall cooperate fully with CPD in investigating and prosecuting individuals and/or entities which distribute, sell, provide, or otherwise unlawfully introduce into commerce contact lenses.

10. Respondents shall make available, upon fourteen (14) days written notice, current officers, directors or employees to appear for depositions, hearings or other proceedings, without the service of a subpoena, as requested by the State.

---

[4] Section 17.47 of the DTPA authorizes the OAG to obtain injunctive relief and civil penalties. Section 402.006(c) of the Texas Government Code authorizes an award of attorney's fees.

11. Respondents shall respond within fourteen (14) business days to reasonable written inquiries from the State.

12. Respondents shall make available for review and provide documents, records and other tangible evidence reasonably requested by the State.

13. Respondents shall provide truthful declarations, affidavits, certifications and other written testimony that may be reasonably requested by the State.

14. Nothing in this agreement would preclude Respondents from requesting additional time in which to respond or preclude the State from agreeing to such an extension.

GENERAL PROVISIONS

15. In consideration of the terms of this AVC, the Office of the Attorney General releases Respondents from all claims, complaints, demands, suits, actions, or causes of action resulting from acts or omissions which were the subject of the DTPA investigation as alleged in Paragraph 2, above, which occurred on or before the date of the execution of this AVC. This release does not and is not intended, however, to constitute a waiver of the right of the State of Texas to seek enforcement in a court of competent jurisdiction of Respondents' compliance with the terms contained in this AVC.

16. It is further agreed and understood that Respondents intend to and shall cooperate in securing and obtaining compliance with the terms of this AVC, and that this AVC will be filed and placed in the public record, in compliance with Tex. Bus. & Com. Code §17.58(a), with all costs of filing assessed against Respondents.

EXECUTED effective as of the 22nd day of September, 2016.

Respectfully submitted,

KEN PAXTON

Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

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Attorneys for the State of Texas

AGREED AS TO FORM AND SUBSTANCE:

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Attorney for Respondents

KAMIL ZINDANI, Individually

Kamil

KAMIL ZINDANI, on behalf of
Z & H Enterprises, Inc. d/b/a 5 Corners Food Mart

2016CI16400 -D037

NO. 2016-CI-16400

IN RE: STATE OF TEXAS AND Z & H ENTERPRISES, INC. D/B/A 5 CORNERS FOOD MART AND KAMIL ZINDANI, INDIVIDUALLY	§ § § § § § § § §	IN THE DISTRICT COURT 37th JUDICIAL DISTRICT BEXAR COUNTY, TEXAS

ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

On this date came on to be considered the Assurance of Voluntary Compliance in the above referenced cause, which is approved by all parties. Said Assurance of Voluntary Compliance is hereby APPROVED by the Court.

SIGNED this 22nd day of September, 2016.

SEP 22 2016

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

KARYN A. MEINKE

09/22/2016 VOL 4653 PG 1558

DOCUMENT SCANNED AS FILED

Case Number: 2016CI16400 Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE
Page 1 of 3

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Fair Oaks Ranch, Texas 78015-4904
Tel: 210-892-3176
Fax: 830-981-9160
tplacier@logcabinlaw.com
Attorney for Respondents

KAMIL ZINDANI, Individually

KAMIL ZINDANI, on behalf of
Z & H Enterprises, Inc. d/b/a 5 Corners Food Mart

09/22/2016 VOL 4653 PG 1569

Case Number: 2016CI16400 Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY McKINNEY, BEXAR COUNTY DISTRICT CLERK, CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS INDICATED BY THE VOLUME, PAGE AND COURT ON SAID DOCUMENT. WITNESSED MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:

September 22, 2016

DONNA KAY McKINNEY
BEXAR COUNTY, TEXAS

By: Danielle Valdez
DANIELLE VALDEZ, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)

2016-CI-16402
057TH JUDICIAL DISTRICT COURT
STATE OF TEXAS VS HAVEN FOODS INC
DATE FILED: 09/22/2016

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	**_____ JUDICIAL DISTRICT**
	§	
HAVEN FOODS, INC. D/B/A	§	
CLASSIC FOOD MART AND	§	
KARIMALI METHANI,	§	
INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

ASSURANCE OF VOLUNTARY COMPLIANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the STATE OF TEXAS ("State"), acting by and through its Attorney General, Ken Paxton, and Haven Foods, Inc. and Karimali Methani, Individually (hereinafter "Respondents"), and respectfully submit the following Assurance of Voluntary Compliance ("AVC") for the Court's approval and filing in accordance with the Deceptive Trade Practices – Consumer Protection Act ("DTPA"), section 17.58 of the Texas Business & Commerce Code.

FILED
DONNA KAY McKINNEY
DISTRICT CLERK
BEXAR COUNTY
16 SEP 22 AM 8:40
BY _____ DEPUTY

RESPONDENTS

1. Karimali Methani is an individual who resides in Texas and is the President of Haven Foods, Inc., a Texas Corporation. Haven Foods, Inc. and Karimali Methani operate Classic Food Mart, a convenience store located at 4069 Medical Drive, San Antonio, Texas 78229.

NATURE OF ALLEGED VIOLATIONS

2. During the course of their investigation, the Consumer Protection Division ("CPD") uncovered evidence obtained from the San Antonio Police Department ("SAPD") indicating that Classic Food Mart located at 4069 Medical Drive, San Antonio, Texas 78229 was unlawfully selling contact lenses without requiring consumers to present a prescription upon purchase. Such conduct, if proven, would violate Sections 17.46 (b)(2), (3), (5), (7), and (24) of

the DTPA,[1] Section 353.101 of the Texas Contact Lens Prescription Act,[2] and Section 351.604 of the Texas Optometry Act.[3] Upon SAPD's discovery that Respondents were illegally selling contact lenses, Respondents voluntarily ceased selling contact lenses and have voluntarily agreed that they will continue to cease selling lenses. Respondents actively participated in the negotiations leading up to this AVC. Respondents are aware of the obligations this AVC places on them and are capable of carrying out those duties. Respondents agree entry of this AVC is in the public interest.

DEFINITIONS

3. The following definitions shall be used in construing this AVC:

   a. **"Respondents"** Haven Foods, Inc. and Karimali Methani, Individually, and each of their respective officers, agents, servants, employees, business entities, and any other persons in active concert or participation with Haven Foods, Inc. and Karimali Methani, Individually.

   b. **"Contact Lenses"** means lenses which provide vision correction or lenses which are used for cosmetic or novelty purposes.

---

[1] § 17.46(b)(2): "causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

§ 17.46(b)(3): "causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;"

§ 17.46(b)(5): "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;"

§ 17.46(b)(7): "representing that goods or services are of a particular standard, quality, or grade…if they are of another;" and

§ 17.46(b)(24): "failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed."

[2] Section 353.101 of the Texas Contact Lens Prescription Act provides that a person, other than the prescribing physician, optometrist or therapeutic optometrist, may *not* fill a contact lens prescription or sell or dispense contact lenses to a consumer in Texas *unless* the person receives a prescription *or* verifies by direct communication a contact lens prescription to be filled.

[3] The Texas Optometry Act also makes it a violation of the DTPA for a person to dispense a contact lens without having a valid prescription.

TERMS OF COMPLIANCE

4. Respondents hereby agree and voluntarily assure the Attorney General of Texas effective the day of the entry of this AVC, Respondents shall continue to refrain from selling, advertising, offering for sale, dispensing, or holding for consignment any type of contact lenses.

NOTICE

5. The State of Texas and Respondents acknowledge, as set forth in Tex. Bus. & Com. Code §17.58(c), that unless this AVC has been rescinded by agreement of the parties or voided by the Court for good cause, the subsequent failure to comply with the terms of this AVC is prima facie evidence of a violation of the DTPA in any action by the State of Texas acting by and through the Office of the Attorney General. Respondents do not waive and hereby expressly reserve all defenses to any claim that they have failed to comply with the terms of this AVC. Further, it is agreed and understood that this AVC shall not in any way affect the individual rights of action of any consumer. The State's agreement to this AVC does not constitute an approval by the State of any practices of Respondents, and Respondents will not represent that this AVC constitutes approval by the Office of the Attorney General or the Court of any of Respondents' practices. Respondents' signature on this AVC does not constitute an admission of wrongdoing or an admission of a violation of any applicable legal provisions. This AVC is being signed in order to avoid protracted litigation and to resolve all claims and contentions asserted in connection with this proceeding.

MONETARY PROVISIONS

6. Respondents further agree that they will pay the sum of SEVEN HUNDRED DOLLARS ($700) to the State of Texas for civil penalties and SEVEN HUNDRED DOLLARS

($700) to the State of Texas for the State's reasonable attorneys' fees and investigative costs for a total of FOURTEEN HUNDRED DOLLARS ($1,400).[4]

7. Respondents shall make such payment by certified check or wire transfer, payable to the "Office of the Texas Attorney General," bearing the reference AG# CX1220774015, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, MC-003, P.O. Box 12548, Austin, TX 78711-2548. State acknowledges payment has been made by Respondents upon the entry of this AVC.

REFUNDS TO CONSUMERS

8. Respondents hereby agree to and shall provide full refunds to consumers who purchased contact lenses from Respondents upon the consumer returning the contact lenses (in an unopened box) to Respondent's store within 90 days of the entry of this AVC. Upon the return of the lenses, Respondents shall immediately destroy them.

COOPERATION PROVISIONS

9. Respondents hereby agree and voluntarily assure the Office of the Attorney General of Texas that effective the day of entry of this AVC, Respondents and any of their officers, agents, servants, employees, business entities shall cooperate fully with CPD in investigating and prosecuting individuals and/or entities which distribute, sell, provide, or otherwise unlawfully introduce into commerce contact lenses.

10. Respondents shall make available, upon fourteen (14) days written notice, current officers, directors or employees to appear for depositions, hearings or other proceedings, without the service of a subpoena, as requested by the State.

[4] Section 17.47 of the DTPA authorizes the OAG to obtain injunctive relief and civil penalties. Section 402.006(c) of the Texas Government Code authorizes an award of attorney's fees.

11. Respondents shall respond within fourteen (14) business days to reasonable written inquiries from the State.

12. Respondents shall make available for review and provide documents, records and other tangible evidence reasonably requested by the State.

13. Respondents shall provide truthful declarations, affidavits, certifications and other written testimony that may be reasonably requested by the State.

14. Nothing in this agreement would preclude Respondents from requesting additional time in which to respond or preclude the State from agreeing to such an extension.

GENERAL PROVISIONS

15. In consideration of the terms of this AVC, the Office of the Attorney General releases Respondents from all claims, complaints, demands, suits, actions, or causes of action resulting from acts or omissions which were the subject of the DTPA investigation as alleged in Paragraph 2, above, which occurred on or before the date of the execution of this AVC. This release does not and is not intended, however, to constitute a waiver of the right of the State of Texas to seek enforcement in a court of competent jurisdiction of Respondents' compliance with the terms contained in this AVC.

16. It is further agreed and understood that Respondents intend to and shall cooperate in securing and obtaining compliance with the terms of this AVC, and that this AVC will be filed and placed in the public record, in compliance with Tex. Bus. & Com. Code §17.58(a), with all costs of filing assessed against Respondents.

EXECUTED effective as of the 22nd day of September, 2016.

Respectfully submitted,

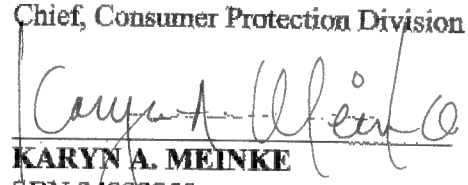
KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division



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Attorneys for the State of Texas

AGREED AS TO FORM AND SUBSTANCE:

KARIMALI METHANI, Individually

KARIMALI METHANI, on behalf of
Haven Foods, Inc. d/b/a Classic Food Mart

8/31/2016

2016CI16402 -D057

NO. 2016-CI-16402

IN RE: STATE OF TEXAS	§ §	IN THE DISTRICT COURT
AND	§ §	57th JUDICIAL DISTRICT
HAVEN FOODS, INC. D/B/A CLASSIC FOOD MART AND KAMALI METHANI INDIVIDUALLY	§ § § §	BEXAR COUNTY, TEXAS

DISTRICT COURT OF BEXAR COUNTY, TX

ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

On this date came on to be considered the Assurance of Voluntary Compliance in the above referenced cause, which is approved by all parties. Said Assurance of Voluntary Compliance is hereby APPROVED by the Court.

SIGNED this 22nd day of September, 2016.

SEP 22 2016

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

09/22/2016 VOL 4623 PG 1520

DOCUMENT SCANNED AS FILED
Case Number: 2016CI16402
Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

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Facsimile: (210) 225-1075
karyn.meinke@texasattorneygeneral.gov
Attorneys for the State of Texas

DISTRICT COURT OF BEXAR COUNTY, TX

KARIMALI METHANI, Individually

KARIMALI METHANI, on behalf of
Haven Foods, Inc. d/b/a Classic Food Mart
8/31/2016

09/22/2016 VOL 4623 PG 1571

Case Number: 2016CI16402 Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY McKINNEY, BEXAR COUNTY DISTRICT CLERK. CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS INDICATED BY THE VOLUME, PAGE AND COURT ON SAID DOCUMENT. WITNESSED MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:

September 22, 2016

DONNA KAY McKINNEY
BEXAR COUNTY, TEXAS

By: _____
DANIELLE VALDEZ, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)

2016-CI-16403
073RD JUDICIAL DISTRICT COURT
STATE OF TEXAS VS AARZOO FOOD INC
DATE FILED: 09/22/2016

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	**_____ JUDICIAL DISTRICT**
	§	
AARZOO FOOD, INC. d/b/a	§	
EZ SHOP AND	§	
MOIZ CHAROLIA, INDIVIDALLY	§	**BEXAR COUNTY, TEXAS**

ASSURANCE OF VOLUNTARY COMPLIANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the STATE OF TEXAS ("State"), acting by and through its Attorney General, Ken Paxton, and Aarzoo Food, Inc. d/b/a EZ Shop and Moiz Charolia, Individually (hereinafter "Respondents"), and respectfully submit the following Assurance of Voluntary Compliance ("AVC") for the Court's approval and filing in accordance with the Deceptive Trade Practices –Consumer Protection Act ("DTPA"), section 17.58 of the Texas Business & Commerce Code.

RESPONDENTS

1. Moiz Charolia is an individual who resides in Texas and is the President of Aarzoo Food, Inc., a Texas Corporation. Aarzoo Food, Inc. d/b/a EZ Shop is a convenience store located at 1515 Castroville Road, San Antonio, Texas 78237.

NATURE OF ALLEGED VIOLATIONS

2. During the course of their investigation, the Consumer Protection Division ("CPD") uncovered evidence obtained from the San Antonio Police Department ("SAPD") indicating that EZ Shop, located at 1515 Castroville Road, San Antonio, Texas 78237, was unlawfully selling contact lenses without requiring consumers to present a prescription upon purchase. Such conduct, if proven, would violate Sections 17.46 (b)(2), (3), (5), (7), and (24) of

FILED
DONNA KAY McKINNEY
DISTRICT CLERK
BEXAR COUNTY
16 SEP 22 AM 8:42
BY
DEPUTY

the DTPA,[1] Section 353.101 of the Texas Contact Lens Prescription Act,[2] and Section 351.604 of the Texas Optometry Act.[3] Upon SAPD's discovery that Respondents were illegally selling contact lenses, Respondents voluntarily ceased selling contact lenses and have voluntarily agreed that they will continue to cease selling lenses. Respondents actively participated in the negotiations leading up to this AVC. Respondents are aware of the obligations this AVC places on them and are capable of carrying out those duties. Respondents agree entry of this AVC is in the public interest.

DEFINITIONS

3. The following definitions shall be used in construing this AVC:

   a. **"Respondents"** means Aarzoo Food, Inc. d/b/a EZ Shop and Moiz Charolia, Individually, and each of their respective officers, agents, servants, employees, business entities, and any other persons in active concert or participation with Aarzoo Food, Inc. d/b/a EZ Shop or Moiz Charolia, Individually.

   b. **"Contact Lenses"** means lenses which provide vision correction or lenses which are used for cosmetic or novelty purposes.

---

[1] § 17.46(b)(2): "causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

§ 17.46(b)(3): "causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;"

§ 17.46(b)(5): "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;"

§ 17.46(b)(7): "representing that goods or services are of a particular standard, quality, or grade…if they are of another;" and

§ 17.46(b)(24): "failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed."

[2] Section 353.101 of the Texas Contact Lens Prescription Act provides that a person, other than the prescribing physician, optometrist or therapeutic optometrist, may *not* fill a contact lens prescription or sell or dispense contact lenses to a consumer in Texas *unless* the person receives a prescription *or* verifies by direct communication a contact lens prescription to be filled.

[3] The Texas Optometry Act also makes it a violation of the DTPA for a person to dispense a contact lens without having a valid prescription.

TERMS OF COMPLIANCE

4. Respondents hereby agree and voluntarily assure the Attorney General of Texas effective the day of the entry of this AVC, Respondents shall continue to refrain from selling, advertising, offering for sale, dispensing, or holding for consignment any type of contact lenses.

NOTICE

5. The State of Texas and Respondents acknowledge, as set forth in Tex. Bus. & Com. Code §17.58(c), that unless this AVC has been rescinded by agreement of the parties or voided by the Court for good cause, the subsequent failure to comply with the terms of this AVC is prima facie evidence of a violation of the DTPA in any action by the State of Texas acting by and through the Office of the Attorney General. Respondents do not waive and hereby expressly reserve all defenses to any claim that they have failed to comply with the terms of this AVC. Further, it is agreed and understood that this AVC shall not in any way affect the individual rights of action of any consumer. The State's agreement to this AVC does not constitute an approval by the State of any practices of Respondents, and Respondents will not represent that this AVC constitutes approval by the Office of the Attorney General or the Court of any of Respondents' practices. Respondents' signature on this AVC does not constitute an admission of wrongdoing or an admission of a violation of any applicable legal provisions. This AVC is being signed in order to avoid protracted litigation and to resolve all claims and contentions asserted in connection with this proceeding.

MONETARY PROVISIONS

6. Respondents further agree that they will pay the sum of TWELVE HUNDRED FIFTY DOLLARS ($1,250) to the State of Texas for civil penalties and TWELVE HUNDRED

FIFTY ($1,250) to the State of Texas for the State's reasonable attorneys' fees and investigative costs for a total of TWENTY-FIVE HUNDRED DOLLARS ($2,500).[4]

7. Respondents shall make such payment by certified check or wire transfer, payable to the "Office of the Texas Attorney General," bearing the reference AG# CX4114317689, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, MC-003, P.O. Box 12548, Austin, TX 78711-2548. State acknowledges payment has been made by Respondents upon the entry of this AVC.

REFUNDS TO CONSUMERS

8. Respondents hereby agree to and shall provide full refunds to consumers who purchased contact lenses from Respondents upon the consumer returning the contact lenses (in an unopened box) to Respondent's store within 90 days of the entry of this AVC. Upon the return of the lenses, Respondents shall immediately destroy them.

COOPERATION PROVISIONS

9. Respondents hereby agree and voluntarily assure the Office of the Attorney General of Texas that effective the day of entry of this AVC, Respondents and any of their officers, agents, servants, employees, business entities shall cooperate fully with CPD in investigating and prosecuting individuals and/or entities which distribute, sell, provide, or otherwise unlawfully introduce into commerce contact lenses.

10. Respondents shall make available, upon fourteen (14) days written notice, current officers, directors or employees to appear for depositions, hearings or other proceedings, without the service of a subpoena, as requested by the State.

---

[4] Section 17.47 of the DTPA authorizes the OAG to obtain injunctive relief and civil penalties. Section 402.006(c) of the Texas Government Code authorizes an award of attorney's fees.

11. Respondents shall respond within fourteen (14) business days to reasonable written inquiries from the State.

12. Respondents shall make available for review and provide documents, records, and other tangible evidence reasonably requested by the State.

13. Respondents shall provide truthful declarations, affidavits, certifications, and other written testimony that may be reasonably requested by the State.

14. Nothing in this agreement would preclude Respondents from requesting additional time in which to respond or preclude the State from agreeing to such an extension.

GENERAL PROVISIONS

15. In consideration of the terms of this AVC, the Office of the Attorney General releases Respondents from all claims, complaints, demands, suits, actions, or causes of action resulting from acts or omissions which were the subject of the DTPA investigation as alleged in Paragraph 2, above, which occurred on or before the date of the execution of this AVC. This release does not and is not intended, however, to constitute a waiver of the right of the State of Texas to seek enforcement in a court of competent jurisdiction of Respondents' compliance with the terms contained in this AVC.

16. It is further agreed and understood that Respondents intend to and shall cooperate in securing and obtaining compliance with the terms of this AVC, and that this AVC will be filed and placed in the public record, in compliance with Tex. Bus. & Com. Code §17.58(a), with all costs of filing assessed against Respondents.

EXECUTED effective as of the 22nd day of September, 2016.

Respectfully submitted,

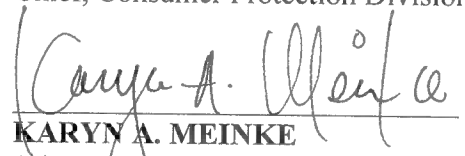
KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division



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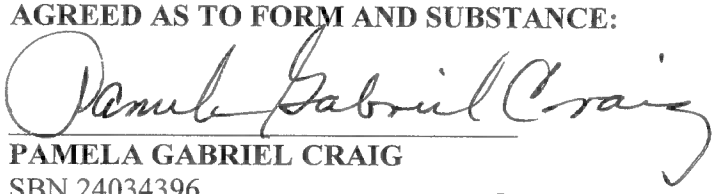
Attorneys for the State of Texas

AGREED AS TO FORM AND SUBSTANCE:



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Fax: (210) ~~249-0116~~ 239 6598
Attorney for Respondents

MOIZ CHAROLIA, Individually

MOIZ CHAROLIA, on
behalf of Aarzoo Food, Inc.

2016CI16403 -D073

NO. 2016-CI-16403

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	
	§	73rd **JUDICIAL DISTRICT**
AARZOO FOOD, INC. D/B/A	§	
EZ SHOP AND	§	
MOIZ CAROLIA, INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

DISTRICT COURT OF BEXAR COUNTY, TX

ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

On this date came on to be considered the Assurance of Voluntary Compliance in the above referenced cause, which is approved by all parties. Said Assurance of Voluntary Compliance is hereby APPROVED by the Court.

SIGNED this 22nd day of September, 2016.

SEP 22 2016

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

KARYN A. MEINKE
SBN 24032859

09/22/2016 VOL 4623 PG 1556

DOCUMENT SCANNED AS FILED

Case Number: 2016CI16403 Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

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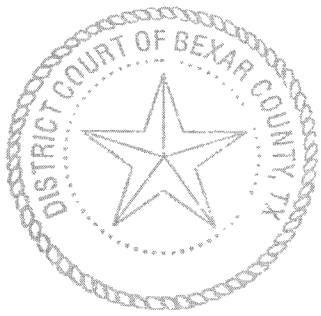

PAMELA GABRIEL CRAIG
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Facsimile: (210) ~~249-0116~~ 239 6598

MOIZ CHAROLIA, Individually

MOIZ CHAROLIA, on behalf of
Aarzoo Food, Inc., d/b/a EZ Shop

09/22/2016 VOL 4625 PG 1567

CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY McKINNEY, BEXAR COUNTY DISTRICT CLERK. CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS INDICATED BY THE VOLUME, PAGE AND COURT ON SAID DOCUMENT. WITNESSED MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:

September 22, 2016

DONNA KAY McKINNEY
BEXAR COUNTY, TEXAS

By: Danielle Valdez
DANIELLE VALDEZ, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)

2016-CI-16404
131ST JUDICIAL DISTRICT COURT
STATE OF TEXAS VS STAR CONVENIENCE INC
DATE FILED: 09/22/2016

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	
	§	**_____ JUDICIAL DISTRICT**
STAR CONVENIENCE, INC. D/B/A	§	
EZ SHOP AND	§	
SULEMAN MAKANI,	§	
INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

ASSURANCE OF VOLUNTARY COMPLIANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the STATE OF TEXAS ("State"), acting by and through its Attorney General, Ken Paxton, and Star Convenience, Inc. d/b/a EZ Shop and Suleman Makani, Individually (hereinafter "Respondents"), and respectfully submit the following Assurance of Voluntary Compliance ("AVC") for the Court's approval and filing in accordance with the Deceptive Trade Practices–Consumer Protection Act ("DTPA"), section 17.58 of the Texas Business & Commerce Code.

RESPONDENTS

1. Suleman Makani is an individual who resides in Texas and is the President of Star Convenience, Inc., a Texas Corporation. Star Convenience, Inc. d/b/a EZ Shop is a convenience store located at 7801 W. Military, San Antonio, Texas 78227.

FILED
DONNA KAY McKINNEY
DISTRICT CLERK
BEXAR COUNTY
16 SEP 22 AM 8:44
DEPUTY
BY

NATURE OF ALLEGED VIOLATIONS

2. During the course of their investigation, the Consumer Protection Division ("CPD") uncovered evidence obtained from the San Antonio Police Department ("SAPD") indicating that EZ Shop, located at 7801 W. Military, San Antonio, Texas 78227, was unlawfully selling contact lenses without requiring consumers to present a prescription upon purchase. Such

conduct, if proven, would violate Sections 17.46 (b)(2), (3), (5), (7), and (24) of the DTPA,[1] Section 353.101 of the Texas Contact Lens Prescription Act,[2] and Section 351.604 of the Texas Optometry Act.[3] Upon SAPD's discovery that Respondents were illegally selling contact lenses, Respondents voluntarily ceased selling contact lenses and have voluntarily agreed that they will continue to cease selling lenses. Respondents actively participated in the negotiations leading up to this AVC. Respondents are aware of the obligations this AVC places on them and are capable of carrying out those duties. Respondents agree entry of this AVC is in the public interest.

DEFINITIONS

3. The following definitions shall be used in construing this AVC:

   a. **"Respondents"** means Star Convenience, Inc. d/b/a EZ Shop and Suleman Makani, Individually, and each of their respective officers, agents, servants, employees, business entities, and any other persons in active concert or participation with Star Convenience, Inc. d/b/a EZ Shop and Suleman Makani, Individually.

   b. **"Contact Lenses"** means lenses which provide vision correction or lenses which are used for cosmetic or novelty purposes.

---

[1] § 17.46(b)(2): "causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

§ 17.46(b)(3): "causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;"

§ 17.46(b)(5): "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;"

§ 17.46(b)(7): "representing that goods or services are of a particular standard, quality, or grade…if they are of another;" and

§ 17.46(b)(24): "failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed."

[2] Section 353.101 of the Texas Contact Lens Prescription Act provides that a person, other than the prescribing physician, optometrist or therapeutic optometrist, may *not* fill a contact lens prescription or sell or dispense contact lenses to a consumer in Texas *unless* the person receives a prescription *or* verifies by direct communication a contact lens prescription to be filled.

[3] The Texas Optometry Act also makes it a violation of the DTPA for a person to dispense a contact lens without having a valid prescription.

TERMS OF COMPLIANCE

4. Respondents hereby agree and voluntarily assure the Attorney General of Texas effective the day of the entry of this AVC, Respondents shall continue to refrain from selling, advertising, offering for sale, dispensing, or holding for consignment any type of contact lenses.

NOTICE

5. The State of Texas and Respondents acknowledge, as set forth in Tex. Bus. & Com. Code §17.58(c), that unless this AVC has been rescinded by agreement of the parties or voided by the Court for good cause, the subsequent failure to comply with the terms of this AVC is prima facie evidence of a violation of the DTPA in any action by the State of Texas acting by and through the Office of the Attorney General. Respondents do not waive and hereby expressly reserve all defenses to any claim that they have failed to comply with the terms of this AVC. Further, it is agreed and understood that this AVC shall not in any way affect the individual rights of action of any consumer. The State's agreement to this AVC does not constitute an approval by the State of any practices of Respondents, and Respondents will not represent that this AVC constitutes approval by the Office of the Attorney General or the Court of any of Respondents' practices. Respondents' signature on this AVC does not constitute an admission of wrongdoing or an admission of a violation of any applicable legal provisions. This AVC is being signed in order to avoid protracted litigation and to resolve all claims and contentions asserted in connection with this proceeding.

MONETARY PROVISIONS

6. Respondents further agree that they will pay the sum of EIGHT HUNDRED DOLLARS ($800) to the State of Texas for civil penalties and EIGHT HUNDRED DOLLARS

($800) to the State of Texas for the State's reasonable attorneys' fees and investigative costs for a total of SIXTEEN HUNDRED DOLLARS ($1,600).[4]

7. Respondents shall make such payment by certified check or wire transfer, payable to the "Office of the Texas Attorney General," bearing the reference AG# CX7705876913, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, MC-003, P.O. Box 12548, Austin, TX 78711-2548. State acknowledges payment has been made by Respondents upon the entry of this AVC.

REFUNDS TO CONSUMERS

8. Respondents hereby agree to and shall provide full refunds to consumers who purchased contact lenses from Respondents upon the consumer returning the contact lenses (in an unopened box) to Respondent's store within 90 days of the entry of this AVC. Upon the return of the lenses, Respondents shall immediately destroy them.

COOPERATION PROVISIONS

9. Respondents hereby agree and voluntarily assure the Office of the Attorney General of Texas that effective the day of entry of this AVC, Respondents and any of their officers, agents, servants, employees, business entities shall cooperate fully with CPD in investigating and prosecuting individuals and/or entities which distribute, sell, provide, or otherwise unlawfully introduce into commerce contact lenses.

10. Respondents shall make available, upon fourteen (14) days written notice, current officers, directors or employees to appear for depositions, hearings or other proceedings, without the service of a subpoena, as requested by the State.

---

[4] Section 17.47 of the DTPA authorizes the OAG to obtain injunctive relief and civil penalties. Section 402.006(c) of the Texas Government Code authorizes an award of attorney's fees.

11. Respondents shall respond within fourteen (14) business days to reasonable written inquiries from the State.

12. Respondents shall make available for review and provide documents, records and other tangible evidence reasonably requested by the State.

13. Respondents shall provide truthful declarations, affidavits, certifications and other written testimony that may be reasonably requested by the State.

14. Nothing in this agreement would preclude Respondents from requesting additional time in which to respond or preclude the State from agreeing to such an extension.

GENERAL PROVISIONS

15. In consideration of the terms of this AVC, the Office of the Attorney General releases Respondents from all claims, complaints, demands, suits, actions, or causes of action resulting from acts or omissions which were the subject of the DTPA investigation as alleged in Paragraph 2, above, which occurred on or before the date of the execution of this AVC. This release does not and is not intended, however, to constitute a waiver of the right of the State of Texas to seek enforcement in a court of competent jurisdiction of Respondents' compliance with the terms contained in this AVC.

16. It is further agreed and understood that Respondents intend to and shall cooperate in securing and obtaining compliance with the terms of this AVC, and that this AVC will be filed and placed in the public record, in compliance with Tex. Bus. & Com. Code §17.58(a), with all costs of filing assessed against Respondents.

EXECUTED effective as of the 22nd day of September, 2016.

Respectfully submitted,

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

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AGREED AS TO FORM AND SUBSTANCE:

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Attorney for Respondents

SULEMAN MAKANI, Individually

SULEMAN MAKANI, on behalf of
Star Convenience, Inc. d/b/a EZ Shop

2016CI16404 -D131

DV

NO. 2016-CI-16404

IN RE: STATE OF TEXAS	§	IN THE DISTRICT COURT
AND	§	131st JUDICIAL DISTRICT
STAR CONVENIENCE, INC. D/B/A EZ SHOP AND SULEMAN MAKANI INDIVIDUALLY	§	BEXAR COUNTY, TEXAS

DISTRICT COURT OF BEXAR COUNTY, TX

ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

On this date came on to be considered the Assurance of Voluntary Compliance in the above referenced cause, which is approved by all parties. Said Assurance of Voluntary Compliance is hereby APPROVED by the Court.

SIGNED this 22nd day of September, 2016.

SEP 22 2016

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

09/22/2016 VOL 4623 PG 1564

Case Number: 2016CI16404
Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE
Document scanned as filed.

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STEVEN ROBINSON
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Consumer Protection Division
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Attorney for the State of Texas

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San Antonio, Texas 78205
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bcampion@campionlawfirm.com
Attorney for Respondents

SULEMAN MAKANI, Individually

SULEMAN MAKANI, on behalf of
Star Convenience, Inc., d/b/a EZ Shop

DISTRICT COURT OF BEXAR COUNTY, TX

09/22/2016 VOL 4623 PG 1565

CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY McKINNEY, BEXAR COUNTY DISTRICT CLERK. CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS INDICATED BY THE VOLUME, PAGE AND COURT ON SAID DOCUMENT. WITNESSED MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:

September 22, 2016

DONNA KAY McKINNEY
BEXAR COUNTY, TEXAS

By: Danielle Valdez
DANIELLE VALDEZ, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)

2016-CI-16406
166TH JUDICIAL DISTRICT COURT
STATE OF TEXAS VS GADI FOOD INC
DATE FILED: 09/22/2016

IN RE: **STATE OF TEXAS**	§	**IN THE DISTRICT COURT**
AND	§	**_____ JUDICIAL DISTRICT**
GADI FOOD, INC. **D/B/A GADI FOOD MART** **AND JASWINDER LALIA,** **INDIVIDUALLY**	§	**BEXAR COUNTY, TEXAS**

ASSURANCE OF VOLUNTARY COMPLIANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the STATE OF TEXAS ("State"), acting by and through its Attorney General, Ken Paxton, and Gadi Food, Inc. d/b/a Gadi Food Mart and Jaswinder Lalia, Individually (hereinafter "Respondents"), and respectfully submit the following Assurance of Voluntary Compliance ("AVC") for the Court's approval and filing in accordance with the Deceptive Trade Practices –Consumer Protection Act ("DTPA"), section 17.58 of the Texas Business & Commerce Code.

RESPONDENTS

1. Jaswinder Lalia is an individual who resides in Texas and is the President of Gadi Food, Inc. d/b/a Gadi Food Mart. Gadi Food Mart is a convenience store located at 1305 Roosevelt, San Antonio, Texas 78210.

NATURE OF ALLEGED VIOLATIONS

2. During the course of their investigation, the Consumer Protection Division ("CPD") uncovered evidence obtained from the San Antonio Police Department ("SAPD") indicating that Gadi Food Mart, located at 1305 Roosevelt, San Antonio, Texas 78210 was unlawfully selling contact lenses without requiring consumers to present a prescription upon purchase. Such conduct, if proven, would violate Sections 17.46 (b)(2), (3), (5), (7), and (24) of the DTPA,[1] Section 353.101 of the Texas Contact

[1] § 17.46(b)(2): "causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

Lens Prescription Act,[2] and Section 351.604 of the Texas Optometry Act.[3] Upon SAPD's discovery that Respondents were illegally selling contact lenses, Respondents voluntarily ceased selling contact lenses and have voluntarily agreed that they will continue to cease selling lenses. Respondents actively participated in the negotiations leading up to this AVC. Respondents are aware of the obligations this AVC places on them and are capable of carrying out those duties. Respondents agree entry of this AVC is in the public interest.

DEFINITIONS

3. The following definitions shall be used in construing this AVC:

   a. **"Respondents"** means Gadi Food, Inc. d/b/a Gadi Food Mart and Jaswinder Lalia, Individually, and each of their respective officers, agents, servants, employees, business entities, and any other persons in active concert or participation with Gadi Food, Inc. d/b/a Gadi Food Mart and Jaswinder Lalia, Individually.

   b. **"Contact Lenses"** means lenses which provide vision correction or lenses which are used for cosmetic or novelty purposes.

TERMS OF COMPLIANCE

4. Respondents hereby agree and voluntarily assure the Attorney General of Texas effective the day of the entry of this AVC, Respondents shall continue to refrain from selling, advertising, offering for sale, dispensing, or holding for consignment any type of contact lenses.

---

§ 17.46(b)(3): "causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;"

§ 17.46(b)(5): "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;"

§ 17.46(b)(7): "representing that goods or services are of a particular standard, quality, or grade…if they are of another;" and

§ 17.46(b)(24): "failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed."

[2] Section 353.101 of the Texas Contact Lens Prescription Act provides that a person, other than the prescribing physician, optometrist or therapeutic optometrist, may *not* fill a contact lens prescription or sell or dispense contact lenses to a consumer in Texas *unless* the person receives a prescription *or* verifies by direct communication a contact lens prescription to be filled.

[3] The Texas Optometry Act also makes it a violation of the DTPA for a person to dispense a contact lens without having a valid prescription.

NOTICE

5. The State of Texas and Respondents acknowledge, as set forth in Tex. Bus. & Com. Code §17.58(c), that unless this AVC has been rescinded by agreement of the parties or voided by the Court for good cause, the subsequent failure to comply with the terms of this AVC is prima facie evidence of a violation of the DTPA in any action by the State of Texas acting by and through the Office of the Attorney General. Respondents do not waive and hereby expressly reserve all defenses to any claim that they have failed to comply with the terms of this AVC. Further, it is agreed and understood that this AVC shall not in any way affect the individual rights of action of any consumer. The State's agreement to this AVC does not constitute an approval by the State of any practices of Respondents, and Respondents will not represent that this AVC constitutes approval by the Office of the Attorney General or the Court of any of Respondents' practices. Respondents' signature on this AVC does not constitute an admission of wrongdoing or an admission of a violation of any applicable legal provisions. This AVC is being signed in order to avoid protracted litigation and to resolve all claims and contentions asserted in connection with this proceeding.

REFUNDS TO CONSUMERS

6. Respondents hereby agree to and shall provide full refunds to consumers who purchased contact lenses from Respondents upon the consumer returning the contact lenses (in an unopened box) to Respondent's store within 90 days of the entry of this AVC. Upon the return of the lenses, Respondents shall immediately destroy them.

COOPERATION PROVISIONS

7. Respondents hereby agree and voluntarily assure the Office of the Attorney General of Texas that effective the day of entry of this AVC, Respondents and any of their officers, agents, servants, employees, business entities shall cooperate fully with CPD in investigating and prosecuting

individuals and/or entities which distribute, sell, provide, or otherwise unlawfully introduce into commerce contact lenses.

8. Respondents shall make available, upon fourteen (14) days written notice, current officers, directors or employees to appear for depositions, hearings or other proceedings, without the service of a subpoena, as requested by the State.

9. Respondents shall respond within fourteen (14) business days to reasonable written inquiries from the State.

10. Respondents shall make available for review and provide documents, records, and other tangible evidence reasonably requested by the State.

11. Respondents shall provide truthful declarations, affidavits, certifications, and other written testimony that may be reasonably requested by the State.

12. Nothing in this agreement would preclude Respondents from requesting additional time in which to respond or preclude the State from agreeing to such an extension.

GENERAL PROVISIONS

13. In consideration of the terms of this AVC, the Office of the Attorney General releases Respondents from all claims, complaints, demands, suits, actions, or causes of action resulting from acts or omissions which were the subject of the DTPA investigation as alleged in Paragraph 2, above, which occurred on or before the date of the execution of this AVC. This release does not and is not intended, however, to constitute a waiver of the right of the State of Texas to seek enforcement in a court of competent jurisdiction of Respondents' compliance with the terms contained in this AVC.

14. It is further agreed and understood that Respondents intend to and shall cooperate in securing and obtaining compliance with the terms of this AVC, and that this AVC will be filed and placed in the public record, in compliance with Tex. Bus. & Com. Code §17.58(a), with all costs of filing assessed against Respondents.

EXECUTED effective as of the _____ day of September, 2016.

Respectfully submitted,

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

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Attorneys for the State of Texas

AGREED AS TO FORM AND SUBSTANCE:

Jasinder Lalia 8/25/16

JASWINDER LALIA, Individually

Jasinder Lalia 8/25/16

JASWINDER LALIA, on
behalf of Gadi Food, Inc.
d/b/a Gadi Food Mart

2016CI16406 -D166

DN

NO. 2016-CI-16406

IN RE: STATE OF TEXAS	§	IN THE DISTRICT COURT
AND	§	166th JUDICIAL DISTRICT
GADI FOOD, INC. D/B/A GADI FOOD MART AND JASWINDER LALIA, INDIVIDUALLY	§	BEXAR COUNTY, TEXAS

DISTRICT COURT OF BEXAR COUNTY, TX

ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

On this date came on to be considered the Assurance of Voluntary Compliance in the above referenced cause, which is approved by all parties. Said Assurance of Voluntary Compliance is hereby APPROVED by the Court.

SIGNED this 22nd day of September, 2016.

SEP 22 2016

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

09/22/2016 VOL 4623 PG 1542

Case Number: 2016CI16406 Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE
Document scanned as filed.

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Attorneys for the State of Texas

8/25/16

JASWINDER LALIA, Individually

8/25/16

JASWINDER LALIA, on behalf of Gadi Food, Inc. d/b/a Gadi Food Mart

DISTRICT COURT OF BEXAR COUNTY, TX

09/22/2016 VOL 4623 PG 1543

CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY McKINNEY, BEXAR COUNTY DISTRICT CLERK, CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS INDICATED BY THE VOLUME, PAGE AND COURT ON SAID DOCUMENT. WITNESSED MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:

September 22, 2016

DONNA KAY McKINNEY
BEXAR COUNTY, TEXAS

By: Danielle Valdez
DANIELLE VALDEZ, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)

DISTRICT COURT OF BEXAR COUNTY, TX

2016-CI-16407
224TH JUDICIAL DISTRICT COURT
STATE OF TEXAS VS GENOME DIAGNOSTICS IN
DATE FILED: 09/22/2016

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	
	§	**_____JUDICIAL DISTRICT**
GENOME DIAGNOSTICS, INC. D/B/A	§	
HACKBERRY EXPRESS	§	
AND	§	
HASSAN TARIQ, INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

ASSURANCE OF VOLUNTARY COMPLIANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the STATE OF TEXAS ("State"), acting by and through its Attorney General, Ken Paxton, Genome Diagnostics, Inc. d/b/a Hackberry Express and Hassan Tariq, Individually (hereinafter "Respondents"), and respectfully submit the following Assurance of Voluntary Compliance ("AVC") for the Court's approval and filing in accordance with the Deceptive Trade Practices –Consumer Protection Act ("DTPA"), section 17.58 of the Texas Business & Commerce Code.

FILED
DONNA KAY MCKINNEY
DISTRICT CLERK
BEXAR COUNTY
16 SEP 22 AM 8:47
BY
DEPUTY

RESPONDENTS

1. Hassan Tariq is an individual who resides in Texas and is the President of Genome Diagnostics, Inc. d/b/a Hackberry Express. Hackberry Express is a convenience store located at 433 Hackberry, San Antonio, Texas 78203.

NATURE OF ALLEGED VIOLATIONS

2. During the course of their investigation, the Consumer Protection Division ("CPD") uncovered evidence obtained from the San Antonio Police Department ("SAPD") indicating that Hackberry Express located at 433 Hackberry, San Antonio, Texas 78203 was unlawfully selling contact lenses without requiring consumers to present a prescription upon

purchase. Such conduct, if proven, would violate Sections 17.46 (b)(2), (3), (5), (7), and (24) of the DTPA,[1] Section 353.101 of the Texas Contact Lens Prescription Act,[2] and Section 351.604 of the Texas Optometry Act.[3] Upon SAPD's discovery that Respondents were illegally selling contact lenses, Respondents voluntarily ceased selling contact lenses and have voluntarily agreed that they will continue to cease selling lenses. Respondents actively participated in the negotiations leading up to this AVC. Respondents are aware of the obligations this AVC places on them and are capable of carrying out those duties. Respondents agree entry of this AVC is in the public interest.

DEFINITIONS

3. The following definitions shall be used in construing this AVC:

   a. **"Respondents"** means Genome Diagnostics, Inc. d/b/a Hackberry Express and Hassan Tariq, Individually, and each of their respective officers, agents, servants, employees, business entities, and any other persons in active concert or participation with Genome Diagnostics, Inc. d/b/a Hackberry Express and Hassan Tariq, Individually.

   b. **"Contact Lenses"** means lenses which provide vision correction or lenses which are used for cosmetic or novelty purposes.

---

[1] § 17.46(b)(2): "causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

§ 17.46(b)(3): "causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;"

§ 17.46(b)(5): "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;"

§ 17.46(b)(7): "representing that goods or services are of a particular standard, quality, or grade…if they are of another;" and

§ 17.46(b)(24): "failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed."

[2] Section 353.101 of the Texas Contact Lens Prescription Act provides that a person, other than the prescribing physician, optometrist or therapeutic optometrist, may *not* fill a contact lens prescription or sell or dispense contact lenses to a consumer in Texas *unless* the person receives a prescription *or* verifies by direct communication a contact lens prescription to be filled.

[3] The Texas Optometry Act also makes it a violation of the DTPA for a person to dispense a contact lens without having a valid prescription.

TERMS OF COMPLIANCE

4. Respondents hereby agree and voluntarily assure the Attorney General of Texas effective the day of the entry of this AVC, Respondents shall continue to refrain from selling, advertising, offering for sale, dispensing, or holding for consignment any type of contact lenses.

NOTICE

5. The State of Texas and Respondents acknowledge, as set forth in Tex. Bus. & Com. Code §17.58(c), that unless this AVC has been rescinded by agreement of the parties or voided by the Court for good cause, the subsequent failure to comply with the terms of this AVC is prima facie evidence of a violation of the DTPA in any action by the State of Texas acting by and through the Office of the Attorney General. Respondents do not waive and hereby expressly reserve all defenses to any claim that they have failed to comply with the terms of this AVC. Further, it is agreed and understood that this AVC shall not in any way affect the individual rights of action of any consumer. The State's agreement to this AVC does not constitute an approval by the State of any practices of Respondents, and Respondents will not represent that this AVC constitutes approval by the Office of the Attorney General or the Court of any of Respondents' practices. Respondents' signature on this AVC does not constitute an admission of wrongdoing or an admission of a violation of any applicable legal provisions. This AVC is being signed in order to avoid protracted litigation and to resolve all claims and contentions asserted in connection with this proceeding.

MONETARY PROVISIONS

6. Respondents further agree that they will pay the sum of SIX HUNDRED TWENTY FIVE DOLLARS ($625) to the State of Texas for civil penalties and SIX HUNDRED TWENTY

FIVE DOLLARS ($625) to the State of Texas for the State's reasonable attorneys' fees and investigative costs for a total of TWELVE HUNDRED AND FIFTY DOLLARS ($1,250).[4]

7. Respondents shall make such payment by certified check or wire transfer, payable to the "Office of the Texas Attorney General," bearing the reference AG# CX1976801946, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, MC-003, P.O. Box 12548, Austin, TX 78711-2548. State acknowledges payment has been made by Respondents upon the entry of this AVC.

REFUNDS TO CONSUMERS

8. Respondents hereby agree to and shall provide full refunds to consumers who purchased contact lenses from Respondents upon the consumer returning the contact lenses (in an unopened box) to Respondent's store within 90 days of the entry of this AVC. Upon the return of the lenses, Respondents shall immediately destroy them.

COOPERATION PROVISIONS

9. Respondents hereby agree and voluntarily assure the Office of the Attorney General of Texas that effective the day of entry of this AVC, Respondents and any of their officers, agents, servants, employees, business entities shall cooperate fully with CPD in investigating and prosecuting individuals and/or entities which distribute, sell, provide, or otherwise unlawfully introduce into commerce contact lenses.

10. Respondents shall make available, upon fourteen (14) days written notice, current officers, directors or employees to appear for depositions, hearings or other proceedings, without the service of a subpoena, as requested by the State.

---

[4] Section 17.47 of the DTPA authorizes the OAG to obtain injunctive relief and civil penalties. Section 402.006(c) of the Texas Government Code authorizes an award of attorney's fees.

11. Respondents shall respond within fourteen (14) business days to reasonable written inquiries from the State.

12. Respondents shall make available for review and provide documents, records and other tangible evidence reasonably requested by the State.

13. Respondents shall provide truthful declarations, affidavits, certifications and other written testimony that may be reasonably requested by the State.

14. Nothing in this agreement would preclude Respondents from requesting additional time in which to respond or preclude the State from agreeing to such an extension.

GENERAL PROVISIONS

15. In consideration of the terms of this AVC, the Office of the Attorney General releases Respondents from all claims, complaints, demands, suits, actions, or causes of action resulting from acts or omissions which were the subject of the DTPA investigation as alleged in Paragraph 2, above, which occurred on or before the date of the execution of this AVC. This release does not and is not intended, however, to constitute a waiver of the right of the State of Texas to seek enforcement in a court of competent jurisdiction of Respondents' compliance with the terms contained in this AVC.

16. It is further agreed and understood that Respondents intend to and shall cooperate in securing and obtaining compliance with the terms of this AVC, and that this AVC will be filed and placed in the public record, in compliance with Tex. Bus. & Com. Code §17.58(a), with all costs of filing assessed against Respondents.

EXECUTED effective as of the 22nd day of September, 2016.

Respectfully submitted,

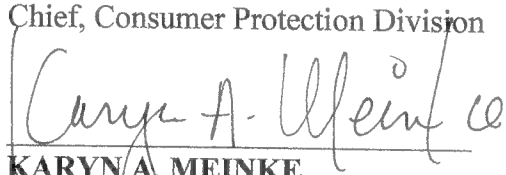
KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division



KARYN A. MEINKE
SBN 24032859
STEVEN ROBINSON
SBN 24046738
Assistant Attorneys General
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115 E. Travis, Suite 925
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Telephone (210) 225-4191
Fax (210) 225-1075

Attorneys for the State of Texas

AGREED AS TO FORM AND SUBSTANCE:

HASSAN TARIQ, Individually

HASSAN TARIQ, on behalf of Genome Diagnostics, Inc. d/b/a Hackberry Express

2016CI16407 -D224

DV

NO. 2016-CI-16407

IN RE: STATE OF TEXAS	§ §	IN THE DISTRICT COURT
AND	§ §	224th JUDICIAL DISTRICT
GENOME DIAGNOSTICS, INC. D/B/A HACKBERRY EXPRESS AND HASSAN TARIQ, INDIVIDUALLY	§ § § §	BEXAR COUNTY, TEXAS

DISTRICT COURT OF BEXAR COUNTY, TX

ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

On this date came on to be considered the Assurance of Voluntary Compliance in the above referenced cause, which is approved by all parties. Said Assurance of Voluntary Compliance is hereby APPROVED by the Court.

SIGNED this 22nd day of September, 2016.

SEP 22 2016

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

09/22/2016 VOL 4623 PG 152

Case Number: 2016CI16407 Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE
Document scanned as filed.

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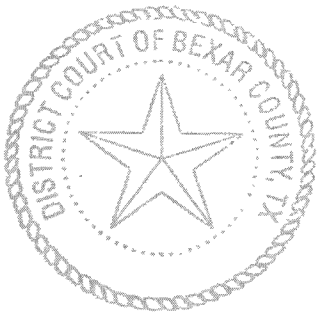
Attorneys for the State of Texas



HASSAN TARIQ, Individually

HASSAN TARIQ, on behalf of
Genome Diagnostics, Inc. d/b/a Hackberry Express

09/22/2016 VOL 4623 PG 1576

Case Number: 2016CI16407 Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY McKINNEY, BEXAR COUNTY DISTRICT CLERK. CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS INDICATED BY THE VOLUME, PAGE AND COURT ON SAID DOCUMENT. WITNESSED MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:

September 22, 2016

DONNA KAY McKINNEY
BEXAR COUNTY, TEXAS

By: Danielle Valdez
DANIELLE VALDEZ, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)

DISTRICT COURT OF BEXAR COUNTY, TX

2016-CI-16409
285TH JUDICIAL DISTRICT COURT
STATE OF TEXAS VS HACKBERRY RETAIL INC
DATE FILED: 09/22/2016

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	
	§	**_____ JUDICIAL DISTRICT**
HACKBERRY RETAIL, INC. D/B/A	§	
HACKBERRY FOOD MART	§	
AND	§	
SHERALI ALI,	§	
INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

ASSURANCE OF VOLUNTARY COMPLIANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the STATE OF TEXAS ("State"), acting by and through its Attorney General, Ken Paxton, and Hackberry Retail, Inc., d/b/a Hackberry Food Mart and Sherali Ali, Individually (hereinafter "Respondents"), and respectfully submit the following Assurance of Voluntary Compliance ("AVC") for the Court's approval and filing in accordance with the Deceptive Trade Practices –Consumer Protection Act ("DTPA"), section 17.58 of the Texas Business & Commerce Code.

FILED
DONNA KAY McKINNEY
DISTRICT CLERK
BEXAR COUNTY
16 SEP 22 AM 8:48
DEPUTY
BY

RESPONDENTS

1. Sherali Ali is an individual who resides in Texas and is the President of Hackberry Retail, Inc., a Texas Corporation. Hackberry Retail, Inc. d/b/a Hackberry Food Mart a convenience store located at 1242 Hackberry, San Antonio, Texas 78210.

NATURE OF ALLEGED VIOLATIONS

2. During the course of their investigation, the Consumer Protection Division ("CPD") uncovered evidence obtained from the San Antonio Police Department ("SAPD") indicating that Hackberry Food Mart, located at 1242 Hackberry, San Antonio, Texas 78210 was unlawfully selling contact lenses without requiring consumers to present a prescription upon

purchase. Such conduct, if proven, would violate Sections 17.46 (b)(2), (3), (5), (7), and (24) of the DTPA,[1] Section 353.101 of the Texas Contact Lens Prescription Act,[2] and Section 351.604 of the Texas Optometry Act.[3] Upon SAPD's discovery that Respondents were illegally selling contact lenses, Respondents voluntarily ceased selling contact lenses and have voluntarily agreed that they will continue to cease selling lenses. Respondents actively participated in the negotiations leading up to this AVC. Respondents are aware of the obligations this AVC places on them and are capable of carrying out those duties. Respondents agree entry of this AVC is in the public interest.

DEFINITIONS

3. The following definitions shall be used in construing this AVC:

   a. **"Respondents"** means Hackberry Retail, Inc. d/b/a Hackberry Food Mart and Sherali Ali, Individually, and each of their respective officers, agents, servants, employees, business entities, and any other persons in active concert or participation with Hackberry Retail, Inc. d/b/a Hackberry Food Mart and Sherali Ali, Individually.

   b. **"Contact Lenses"** means lenses which provide vision correction or lenses which are used for cosmetic or novelty purposes.

---

[1] § 17.46(b)(2): "causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

§ 17.46(b)(3): "causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;"

§ 17.46(b)(5): "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;"

§ 17.46(b)(7): "representing that goods or services are of a particular standard, quality, or grade…if they are of another;" and

§ 17.46(b)(24): "failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed."

[2] Section 353.101 of the Texas Contact Lens Prescription Act provides that a person, other than the prescribing physician, optometrist or therapeutic optometrist, may *not* fill a contact lens prescription or sell or dispense contact lenses to a consumer in Texas *unless* the person receives a prescription *or* verifies by direct communication a contact lens prescription to be filled.

[3] The Texas Optometry Act also makes it a violation of the DTPA for a person to dispense a contact lens without having a valid prescription.

TERMS OF COMPLIANCE

4. Respondents hereby agree and voluntarily assure the Attorney General of Texas effective the day of the entry of this AVC, Respondents shall continue to refrain from selling, advertising, offering for sale, dispensing, or holding for consignment any type of contact lenses.

NOTICE

5. The State of Texas and Respondents acknowledge, as set forth in Tex. Bus. & Com. Code §17.58(c), that unless this AVC has been rescinded by agreement of the parties or voided by the Court for good cause, the subsequent failure to comply with the terms of this AVC is prima facie evidence of a violation of the DTPA in any action by the State of Texas acting by and through the Office of the Attorney General. Respondents do not waive and hereby expressly reserve all defenses to any claim that they have failed to comply with the terms of this AVC. Further, it is agreed and understood that this AVC shall not in any way affect the individual rights of action of any consumer. The State's agreement to this AVC does not constitute an approval by the State of any practices of Respondents and Respondents will not represent that this AVC constitutes approval by the Office of the Attorney General or the Court of any of Respondents' practices. Respondents' signature on this AVC does not constitute an admission of wrongdoing or an admission of a violation of any applicable legal provisions. This AVC is being signed in order to avoid protracted litigation and to resolve all claims and contentions asserted in connection with this proceeding.

MONETARY PROVISIONS

6. Respondents further agree that they will pay the sum of ONE THOUSAND DOLLARS ($1,000) to the State of Texas for civil penalties and ONE THOUSAND DOLLARS

($1,000) to the State of Texas for the State's reasonable attorneys' fees and investigative costs for a total of TWO THOUSAND DOLLARS ($2,000).[4]

7. Respondents shall make such payment by certified check or wire transfer, payable to the "Office of the Texas Attorney General," bearing the reference AG# CX2715967253, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, MC-003, P.O. Box 12548, Austin, TX 78711-2548. State acknowledges payment has been made by Respondents upon the entry of this AVC.

REFUNDS TO CONSUMERS

8 Respondents hereby agree to and shall provide full refunds to consumers who purchased contact lenses from Respondents upon the consumer returning the contact lenses (in an unopened box) to Respondent's store within 90 days of the entry of this AVC. Upon the return of the lenses, Respondents shall immediately destroy them.

COOPERATION PROVISIONS

9. Respondents hereby agree and voluntarily assure the Office of the Attorney General of Texas that effective the day of entry of this AVC, Respondents and any of their officers, agents, servants, employees, business entities shall cooperate fully with CPD in investigating and prosecuting individuals and/or entities which distribute, sell, provide, or otherwise unlawfully introduce into commerce contact lenses.

10. Respondents shall make available, upon fourteen (14) days written notice, current officers, directors or employees to appear for depositions, hearings or other proceedings, without the service of a subpoena, as requested by the State.

---

[4] Section 17.47 of the DTPA authorizes the OAG to obtain injunctive relief and civil penalties. Section 402.006(c) of the Texas Government Code authorizes an award of attorney's fees.

11. Respondents shall respond within fourteen (14) business days to reasonable written inquiries from the State.

12. Respondents shall make available for review and provide documents, records and other tangible evidence reasonably requested by the State.

13. Respondents shall provide truthful declarations, affidavits, certifications and other written testimony that may be reasonably requested by the State.

14. Nothing in this agreement would preclude Respondents from requesting additional time in which to respond or preclude the State from agreeing to such an extension.

GENERAL PROVISIONS

15. In consideration of the terms of this AVC, the Office of the Attorney General releases Respondents from all claims, complaints, demands, suits, actions, or causes of action resulting from acts or omissions which were the subject of the DTPA investigation as alleged in Paragraph 2, above, which occurred on or before the date of the execution of this AVC. This release does not and is not intended, however, to constitute a waiver of the right of the State of Texas to seek enforcement in a court of competent jurisdiction of Respondents' compliance with the terms contained in this AVC.

16. It is further agreed and understood that Respondents intend to and shall cooperate in securing and obtaining compliance with the terms of this AVC and that this AVC will be filed and placed in the public record, in compliance with Tex. Bus. & Com. Code § 17.58(a), with all costs of filing assessed against Respondents.

EXECUTED effective as of the 22nd day of ~~August~~ September, 2016.

Respectfully submitted,

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

KARYN A. MEINKE
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AGREED AS TO FORM AND SUBSTANCE:

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bcampion@campionlawfirm.com
Attorney for Respondents

SHERALI ALI, Individually

x

SHERALI ALI, on behalf of
Hackberry Retail, Inc. d/b/a Hackberry Food Mart

2016CI16409 -D285

NO. 2016-CI-16409

IN RE: STATE OF TEXAS AND HACKBERRY RETAIL, INC. D/B/A HACKBERRY FOOD MART AND SHERALI ALI, INDIVIDUALLY	§ § § § § § § § § §	IN THE DISTRICT COURT 285th JUDICIAL DISTRICT BEXAR COUNTY, TEXAS

DISTRICT COURT OF BEXAR COUNTY, TX

ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

On this date came on to be considered the Assurance of Voluntary Compliance in the above referenced cause, which is approved by all parties. Said Assurance of Voluntary Compliance is hereby APPROVED by the Court.

SIGNED this 22nd day of September, 2016.

SEP 22 2016

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

09/22/2016 VOL 4623 PG 1574

Case Number: 2016CI16409

Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

Document scanned as filed.

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SBN 24032869
STEVEN ROBINSON
SBN 24046738
Assistant Attorneys General
Consumer Protection Division
115 E. Travis St., Suite 925
San Antonio, Texas 78205
Telephone: (210) 225-4191
Facsimile: (210) 225-1075
Attorney for the State of Texas

DISTRICT COURT OF BEXAR COUNTY, TX

BERNARD CAMPION
SBN 03727900
222 E. Main Plaza
San Antonio, Texas 78205
Tel: 210-227-5161
Fax: 210-229-1243
bcampion@campionlawfirm.com
Attorney for Respondents

x _____
SHERALI, Individually

x _____
SHERALI, on behalf of
Hackberry Retail, Inc. d/b/a Hackberry Food Mart

09/22/2016 VOL 4523 PG 1575

CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY McKINNEY, BEXAR COUNTY DISTRICT CLERK. CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS INDICATED BY THE VOLUME, PAGE AND COURT ON SAID DOCUMENT. WITNESSED MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:

September 22, 2016

DONNA KAY McKINNEY
BEXAR COUNTY, TEXAS

By: Danielle Valdez
DANIELLE VALDEZ, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)

2016-CI-16410
288TH JUDICIAL DISTRICT COURT
STATE OF TEXAS VS KC DISCOUNTS INC
DATE FILED: 09/22/2016

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	**_____ JUDICIAL DISTRICT**
	§	
KC DISCOUNTS, INC.	§	
AND	§	
CHIN CAMACHO, INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

ASSURANCE OF VOLUNTARY COMPLIANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the STATE OF TEXAS ("State"), acting by and through its Attorney General, Ken Paxton, and KC Discounts Inc. and Chin Camacho, Individually (hereinafter "Respondents"), and respectfully submit the following Assurance of Voluntary Compliance ("AVC") for the Court's approval and filing in accordance with the Deceptive Trade Practices – Consumer Protection Act ("DTPA"), section 17.58 of the Texas Business & Commerce Code.

RESPONDENTS

1. Chin Camacho is an individual who resides in Texas and is the President of KC Discounts, Inc., a Texas Corporation. Respondents operate a convenience store, KC Dollar Plus, located at 1135 S. General McMullen, San Antonio, Texas 78237.

FILED
DONNA KAY McKINNEY
DISTRICT CLERK
BEXAR COUNTY
16 SEP 22 AM 8:50
BY
DEPUTY

NATURE OF ALLEGED VIOLATIONS

2. During the course of their investigation, the Consumer Protection Division ("CPD") uncovered evidence obtained from the San Antonio Police Department ("SAPD") indicating that KC Dollar located at 1135 S. General McMullen, San Antonio, Texas 78237 was unlawfully selling contact lenses without requiring consumers to present a prescription upon purchase. Such conduct, if proven, would violate Sections 17.46 (b)(2), (3), (5), (7), and (24) of

the DTPA,[1] Section 353.101 of the Texas Contact Lens Prescription Act,[2] and Section 351.604 of the Texas Optometry Act[3]. Upon SAPD's discovery that Respondents were illegally selling contact lenses, Respondents voluntarily ceased selling contact lenses and have voluntarily agreed that they will continue to cease selling lenses. Respondents actively participated in the negotiations leading up to this AVC. Respondents are aware of the obligations this AVC places on them and are capable of carrying out those duties. Respondents agree entry of this AVC is in the public interest.

DEFINITIONS

3. The following definitions shall be used in construing this AVC:

   a. **"Respondents"** means KC Discounts, Inc. and Chin Camacho, Individually, and each of their respective officers, agents, servants, employees, business entities, and any other persons in active concert or participation with KC Discounts, Inc. and Chin Camacho, Individually.

   b. **"Contact Lenses"** means lenses which provide vision correction or lenses which are used for cosmetic or novelty purposes.

---

[1] § 17.46(b)(2): "causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

§ 17.46(b)(3): "causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;"

§ 17.46(b)(5): "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;"

§ 17.46(b)(7): "representing that goods or services are of a particular standard, quality, or grade…if they are of another;" and

§ 17.46(b)(24): "failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed."

[2] Section 353.101 of the Texas Contact Lens Prescription Act provides that a person, other than the prescribing physician, optometrist or therapeutic optometrist, may *not* fill a contact lens prescription or sell or dispense contact lenses to a consumer in Texas *unless* the person receives a prescription *or* verifies by direct communication a contact lens prescription to be filled.

[3] The Texas Optometry Act also makes it a violation of the DTPA for a person to dispense a contact lens without having a valid prescription.

TERMS OF COMPLIANCE

4. Respondents hereby agree and voluntarily assure the Attorney General of Texas effective the day of the entry of this AVC, Respondents shall continue to refrain from selling, advertising, offering for sale, dispensing, or holding for consignment any type of contact lenses.

NOTICE

5. The State of Texas and Respondents acknowledge, as set forth in Tex. Bus. & Com. Code §17.58(c), that unless this AVC has been rescinded by agreement of the parties or voided by the Court for good cause, the subsequent failure to comply with the terms of this AVC is prima facie evidence of a violation of the DTPA in any action by the State of Texas acting by and through the Office of the Attorney General. Respondents do not waive and hereby expressly reserve all defenses to any claim that they have failed to comply with the terms of this AVC. Further, it is agreed and understood that this AVC shall not in any way affect the individual rights of action of any consumer. The State's agreement to this AVC does not constitute an approval by the State of any practices of Respondents, and Respondents will not represent that this AVC constitutes approval by the Office of the Attorney General or the Court of any of Respondents' practices. Respondents' signature on this AVC does not constitute an admission of wrongdoing or an admission of a violation of any applicable legal provisions. This AVC is being signed in order to avoid protracted litigation and to resolve all claims and contentions asserted in connection with this proceeding.

MONETARY PROVISIONS

6. Respondents further agree that they will pay the sum of FIFTEEN THOUSAND DOLLARS ($15,000) to the State of Texas for civil penalties and FIFTEEN HUNDRED DOLLARS ($1,500) to the State of Texas for the State's reasonable attorneys' fees and

investigative costs for a total of SIXTEEN THOUSAND FIVE HUNDRED DOLLARS ($16,500).[4]

7. Respondents shall make such payment by certified check or wire transfer, payable to the "Office of the Texas Attorney General," bearing the reference AG# CX8372744970, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, MC-003, P.O. Box 12548, Austin, TX 78711-2548. State acknowledges payment has been made by Respondents upon the entry of this AVC.

REFUNDS TO CONSUMERS

8. Respondents hereby agree to and shall provide full refunds to consumers who purchased contact lenses from Respondents upon the consumer returning the contact lenses (in an unopened box) to Respondent's store within 90 days of the entry of this AVC. Upon the return of the lenses, Respondents shall immediately destroy them.

COOPERATION PROVISIONS

9. Respondents hereby agree and voluntarily assure the Office of the Attorney General of Texas that effective the day of entry of this AVC, Respondents and any of their officers, agents, servants, employees, business entities shall cooperate fully with CPD in investigating and prosecuting individuals and/or entities which distribute, sell, provide, or otherwise unlawfully introduce into commerce contact lenses.

10. Respondents shall make available, upon fourteen (14) days written notice, current officers, directors or employees to appear for depositions, hearings or other proceedings, without the service of a subpoena, as requested by the State.

---

[4] Section 17.47 of the DTPA authorizes the OAG to obtain injunctive relief and civil penalties. Section 402.006(c) of the Texas Government Code authorizes an award of attorney's fees.

11. Respondents shall respond within fourteen (14) business days to reasonable written inquiries from the State.

12. Respondents shall make available for review and provide documents, records and other tangible evidence reasonably requested by the State.

13. Respondents shall provide truthful declarations, affidavits, certifications and other written testimony that may be reasonably requested by the State.

14. Nothing in this agreement would preclude Respondents from requesting additional time in which to respond or preclude the State from agreeing to such an extension.

GENERAL PROVISIONS

15. In consideration of the terms of this AVC, the Office of the Attorney General releases Respondents from all claims, complaints, demands, suits, actions, or causes of action resulting from acts or omissions which were the subject of the DTPA investigation as alleged in Paragraph 2, above, which occurred on or before the date of the execution of this AVC. This release does not and is not intended, however, to constitute a waiver of the right of the State of Texas to seek enforcement in a court of competent jurisdiction of Respondents' compliance with the terms contained in this AVC.

16. It is further agreed and understood that Respondents intend to and shall cooperate in securing and obtaining compliance with the terms of this AVC, and that this AVC will be filed and placed in the public record, in compliance with Tex. Bus. & Com. Code §17.58(a), with all costs of filing assessed against Respondents.

EXECUTED effective as of the 22nd day of September, 2016.

Respectfully submitted,

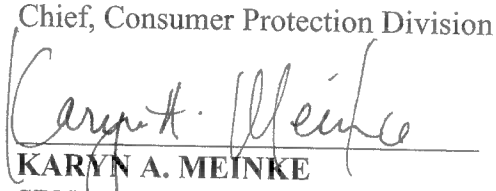
KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division



KARYN A. MEINKE
SBN 24032859
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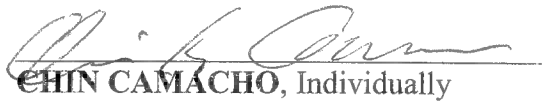
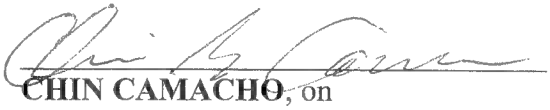
karyn.meinke@texasattorneygeneral.gov

Attorneys for the State of Texas

AGREED AS TO FORM AND SUBSTANCE:



CHIN CAMACHO, Individually



CHIN CAMACHO, on
behalf of KC Discounts, Inc.

2016CI16410 -D288

NO. 2016-CI-16410

IN RE: STATE OF TEXAS	§	IN THE DISTRICT COURT
AND	§	288th JUDICIAL DISTRICT
KC DISCOUNTS, INC. AND CHIN CAMACHO, INDIVIDUALLY	§	BEXAR COUNTY, TEXAS

DISTRICT COURT OF BEXAR COUNTY, TX

ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

On this date came on to be considered the Assurance of Voluntary Compliance in the above referenced cause, which is approved by all parties. Said Assurance of Voluntary Compliance is hereby APPROVED by the Court.

SIGNED this 22nd day of September, 2016.

SEP 22 2016

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

KARYN A. MEINKE

09/22/2016 VOL 4623 PG 1540

Case Number: 2016CI16410
Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE
Document scanned as filed.

SBN 24032859
STEVEN ROBINSON
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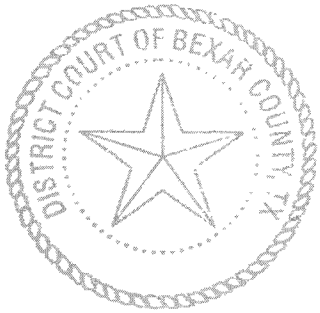
Attorneys for the State of Texas



CHIN CAMACHO, Individually

CHIN CAMACHO, on behalf of
KC Discounts, Inc.

09/22/2015 VOL 4623 PG 1541

CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY McKINNEY, BEXAR COUNTY DISTRICT CLERK, CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS INDICATED BY THE VOLUME, PAGE AND COURT ON SAID DOCUMENT. WITNESSED MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:

September 22, 2016

DONNA KAY McKINNEY
BEXAR COUNTY, TEXAS

By: _____
CINDY GARCIA, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)

2016-CI-16412
408TH JUDICIAL DISTRICT COURT
STATE OF TEXAS VS MRF ENTERPRISES INC
DATE FILED: 09/22/2016

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	**_____ JUDICIAL DISTRICT**
	§	
MRF ENTERPRISES, INC. D/B/A	§	
KING DISCOUNT STORE AND	§	
MD HAFIJUR RAHMAN,	§	
INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

ASSURANCE OF VOLUNTARY COMPLIANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the STATE OF TEXAS ("State"), acting by and through its Attorney General, Ken Paxton, and MRF Enterprises, Inc. d/b/a King Discount Store and MD Hafijur Rahman, Individually (hereinafter "Respondents"), and respectfully submit the following Assurance of Voluntary Compliance ("AVC") for the Court's approval and filing in accordance with the Deceptive Trade Practices –Consumer Protection Act ("DTPA"), section 17.58 of the Texas Business & Commerce Code.

FILED
DONNA KAY McKINNEY
DISTRICT CLERK
BEXAR COUNTY
2016 SEP 22 AM 8:52
DEPUTY

RESPONDENTS

1. MD Hafijur Rahman is an individual who resides in Texas and is the President of MRF Enterprises, Inc., a Texas Corporation. Respondents operate a dollar store, King Discount Store, located at 1264 W.W. White, San Antonio, Texas 78220.

NATURE OF ALLEGED VIOLATIONS

2. During the course of their investigation, the Consumer Protection Division ("CPD") uncovered evidence obtained from the San Antonio Police Department ("SAPD") indicating that King Discount Store, located at 1264 W.W. White, San Antonio, Texas 78220 was unlawfully selling contact lenses without requiring consumers to present a prescription upon

purchase. Such conduct, if proven, would violate Sections 17.46 (b)(2), (3), (5), (7), and (24) of the DTPA,[1] Section 353.101 of the Texas Contact Lens Prescription Act,[2] and Section 351.604 of the Texas Optometry Act.[3] Upon SAPD's discovery that Respondents were illegally selling contact lenses, Respondents voluntarily ceased selling contact lenses and have voluntarily agreed that they will continue to cease selling lenses. Respondents actively participated in the negotiations leading up to this AVC. Respondents are aware of the obligations this AVC places on them and are capable of carrying out those duties. Respondents agree entry of this AVC is in the public interest.

DEFINITIONS

3. The following definitions shall be used in construing this AVC:

   a. **"Respondents"** means MRF Enterprises, Inc. d/b/a King Discount Store and MD Hafijur Rahman, Individually, and each of their respective officers, agents, servants, employees, business entities, and any other persons in active concert or participation with MRF Enterprises, Inc. d/b/a King Discount Store and MD Hafijur Rahman, Individually.

   b. **"Contact Lenses"** means lenses which provide vision correction or lenses which are used for cosmetic or novelty purposes.

---

[1] § 17.46(b)(2): "causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

§ 17.46(b)(3): "causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;"

§ 17.46(b)(5): "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;"

§ 17.46(b)(7): "representing that goods or services are of a particular standard, quality, or grade…if they are of another;" and

§ 17.46(b)(24): "failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed."

[2] Section 353.101 of the Texas Contact Lens Prescription Act provides that a person, other than the prescribing physician, optometrist or therapeutic optometrist, may *not* fill a contact lens prescription or sell or dispense contact lenses to a consumer in Texas *unless* the person receives a prescription *or* verifies by direct communication a contact lens prescription to be filled.

[3] The Texas Optometry Act also makes it a violation of the DTPA for a person to dispense a contact lens without having a valid prescription.

TERMS OF COMPLIANCE

4. Respondents hereby agree and voluntarily assure the Attorney General of Texas effective the day of the entry of this AVC, Respondents shall continue to refrain from selling, advertising, offering for sale, dispensing, or holding for consignment any type of contact lenses.

NOTICE

5. The State of Texas and Respondents acknowledge, as set forth in Tex. Bus. & Com. Code §17.58(c), that unless this AVC has been rescinded by agreement of the parties or voided by the Court for good cause, the subsequent failure to comply with the terms of this AVC is prima facie evidence of a violation of the DTPA in any action by the State of Texas acting by and through the Office of the Attorney General. Respondents do not waive and hereby expressly reserve all defenses to any claim that they have failed to comply with the terms of this AVC. Further, it is agreed and understood that this AVC shall not in any way affect the individual rights of action of any consumer. The State's agreement to this AVC does not constitute an approval by the State of any practices of Respondents and Respondents will not represent that this AVC constitutes approval by the Office of the Attorney General or the Court of any of Respondents' practices. Respondents' signature on this AVC does not constitute an admission of wrongdoing or an admission of a violation of any applicable legal provisions. This AVC is being signed in order to avoid protracted litigation and to resolve all claims and contentions asserted in connection with this proceeding.

MONETARY PROVISIONS

6. Respondents further agree that they will pay the sum of TWO THOUSAND DOLLARS ($2,000) to the State of Texas for civil penalties and TWO THOUSAND DOLLARS ($2,000) to the State of Texas for the State's reasonable attorneys' fees and investigative costs for

a total of FOUR THOUSAND DOLLARS ($4,000). Respondents shall make five monthly payments of $666.65 and a last payment of $666.75 to the State of Texas until the total amount of FOUR THOUSAND DOLLARS ($4,000) has been paid. Such payments shall be due on the 30th of each month beginning September 30, 2016 with the last payment begin made on or before February 28, 2017.[4] The first TWO THOUSAND DOLLARS ($2,000) received by the State will be paid towards the State's attorneys' fees. The remaining payments comprising TWO THOUSAND DOLLARS ($2,000) will be applied as civil penalties pursuant to 17.47(c) of the Texas Business and Commerce Code; allocated in accordance with Texas Govt. Code §402.007(b)(1) to the Supreme Court Judicial Fund or general revenue as appropriate.

7. Respondents shall make such payment by certified check or wire transfer, payable to the "Office of the Texas Attorney General," bearing the reference AG# CX1608332300, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, MC-003, P.O. Box 12548, Austin, TX 78711-2548. State acknowledges payment has been made by Respondents upon the entry of this AVC.

REFUNDS TO CONSUMERS

8. Respondents hereby agree to and shall provide full refunds to consumers who purchased contact lenses from Respondents upon the consumer returning the contact lenses (in an unopened box) to Respondent's store within 90 days of the entry of this AVC. Upon the return of the lenses, Respondents shall immediately destroy them.

COOPERATION PROVISIONS

9. Respondents hereby agree and voluntarily assure the Office of the Attorney General of Texas that effective the day of entry of this AVC, Respondents and any of their officers, agents,

[4] Section 17.47 of the DTPA authorizes the OAG to obtain injunctive relief and civil penalties. Section 402.006(c) of the Texas Government Code authorizes an award of attorneys' fees.

servants, employees, business entities shall cooperate fully with CPD and in investigating and prosecuting individuals and/or entities which distribute, sell, provide, or otherwise unlawfully introduce into commerce contact lenses.

10. Respondents shall make available, upon fourteen (14) days written notice, current officers, directors or employees to appear for depositions, hearings or other proceedings, without the service of a subpoena, as requested by the State.

11. Respondents shall respond within fourteen (14) business days to reasonable written inquiries from the State.

12. Respondents shall make available for review and provide documents, records, and other tangible evidence reasonably requested by the State.

13. Respondents shall provide truthful declarations, affidavits, certifications, and other written testimony that may be reasonably requested by the State.

14. Nothing in this agreement would preclude Respondents from requesting additional time in which to respond or preclude the State from agreeing to such an extension.

GENERAL PROVISIONS

15. In consideration of the terms of this AVC, the Office of the Attorney General releases Respondents from all claims, complaints, demands, suits, actions, or causes of action resulting from acts or omissions which were the subject of the DTPA investigation as alleged in Paragraph 2, above, which occurred on or before the date of the execution of this AVC. This release does not and is not intended, however, to constitute a waiver of the right of the State of Texas to seek enforcement in a court of competent jurisdiction of Respondents' compliance with the terms contained in this AVC.

16. It is further agreed and understood that Respondents intend to and shall cooperate in securing and obtaining compliance with the terms of this AVC and that this AVC will be filed

and placed in the public record, in compliance with Tex. Bus. & Com. Code §17.58(a), with all costs of filing assessed against Respondents.

EXECUTED effective as of the _ _ day of September, 2016.

Respectfully submitted,

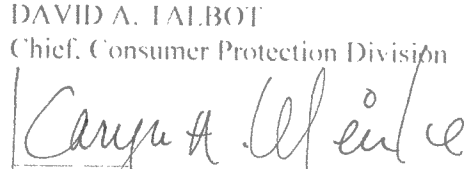
KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division



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Attorneys for the State of Texas

AGREED AS TO FORM AND SUBSTANCE:

ALI HAKEEM
SBN 24065354
924 McCullough Avenue

MD HAFIJUR RAHMAN, Individually

MD HAFIJUR RAHMAN, on behalf of
MRF Enterprises, Inc., d/b/a King Discount Store

2016CI16412 -D408

NO. 2016-CI-16412

DV

IN RE: **STATE OF TEXAS**	§	**IN THE DISTRICT COURT**
AND	§	408th **JUDICIAL DISTRICT**
MRF ENTERPRISES, INC., D/B/A KING DISCOUNT STORE AND MD HAFIJUR RAHMAN, INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

DISTRICT COURT OF BEXAR COUNTY, TX

ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

On this date came on to be considered the Assurance of Voluntary Compliance in the above referenced cause, which is approved by all parties. Said Assurance of Voluntary Compliance is hereby APPROVED by the Court.

SIGNED this 22nd day of September, 2016.

SEP 22 2016

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

KARYN A. MEINKE

09/22/2016 VOL 4623 PG 1534

Case Number: 2016CI16412 Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE
Document scanned as filed.

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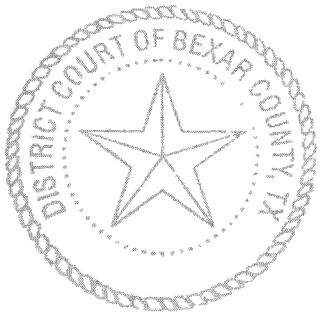
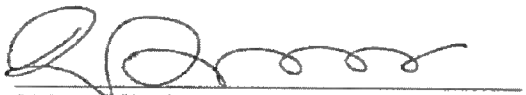
karyn.meinke@texasattorneygeneral.gov
Attorneys for the State of Texas

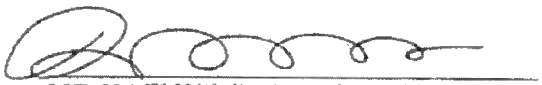
DISTRICT COURT OF BEXAR COUNTY, TX



ALI HAKEEM
SBN 24065354
924 McCullough Avenue
San Antonio, Texas 78215
Tel: 210-927-3412
Fax: 210-921-0430
Attorney for Respondents



MD HAFIJUR RAHMAN, Individually



MD HAFIJUR RAHMAN, on behalf of
MRF Enterprises, Inc., d/b/a King Discount Store

09/22/2016 VOL 4623 PG 1535

CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY McKINNEY, BEXAR COUNTY DISTRICT CLERK, CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS INDICATED BY THE VOLUME, PAGE AND COURT ON SAID DOCUMENT. WITNESSED MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:

September 22, 2016

DONNA KAY McKINNEY
BEXAR COUNTY, TEXAS

By: _____
CINDY GARCIA, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)

2016-CI-16413
438TH JUDICIAL DISTRICT COURT
STATE OF TEXAS VS JERRY AND HIS FAMILY
DATE FILED: 09/22/2016

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	**_____ JUDICIAL DISTRICT**
	§	
JERRY AND HIS FAMILY, LLC D/B/A	§	
K S DOLLAR WEST, and	§	
ZHENGRUI LIU, INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

ASSURANCE OF VOLUNTARY COMPLIANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the STATE OF TEXAS ("State"), acting by and through its Attorney General, Ken Paxton, and Jerry and His Family, LLC d/b/a K S Dollar West and Zhengrui Liu, Individually (hereinafter "Respondents"), and respectfully submit the following Assurance of Voluntary Compliance ("AVC") for the Court's approval and filing in accordance with the Deceptive Trade Practices –Consumer Protection Act ("DTPA"), section 17.58 of the Texas Business & Commerce Code.

FILED
DONNA KAY McKINNEY
DISTRICT CLERK
BEXAR COUNTY
16 SEP 22 AM 9: 53
DEPUTY
BY

RESPONDENTS

1. Zhengrui Liu is an individual who resides in Texas and is the President of Jerry and His Family, LLC, a Texas Limited Liability Corporation. Respondents operate a dollar store, K S Dollar West, located at 2925 West Avenue, San Antonio, TX 78201.

NATURE OF ALLEGED VIOLATIONS

2. During the course of their investigation, the Consumer Protection Division ("CPD") uncovered evidence obtained from the San Antonio Police Department ("SAPD") indicating that K S Dollar West, located at 2925 West Avenue, San Antonio, Texas 78201 was unlawfully selling contact lenses without requiring consumers to present a prescription upon

purchase. Such conduct, if proven, would violate Sections 17.46 (b)(2), (3), (5), (7), and (24) of the DTPA,[1] Section 353.101 of the Texas Contact Lens Prescription Act,[2] and Section 351.604 of the Texas Optometry Act.[3] Upon SAPD's discovery that Respondents were illegally selling contact lenses, Respondents voluntarily ceased selling contact lenses and have voluntarily agreed that they will continue to cease selling lenses. Respondents actively participated in the negotiations leading up to this AVC. Respondents are aware of the obligations this AVC places on them and are capable of carrying out those duties. Respondents agree entry of this AVC is in the public interest.

DEFINITIONS

3. The following definitions shall be used in construing this AVC:

   a. **"Respondents"** means Jerry and His Family, LLC d/b/a K S Dollar West and Zhengrui Liu, Individually, and each of their respective officers, agents, servants, employees, business entities, and any other persons in active concert or participation with Jerry and His Family, LLC d/b/a K S Dollar West and Zhengrui Liu, Individually.

   b. **"Contact Lenses"** means lenses which provide vision correction or lenses which are used for cosmetic or novelty purposes.

TERMS OF COMPLIANCE

---

[1] § 17.46(b)(2): "causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

§ 17.46(b)(3): "causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;"

§ 17.46(b)(5): "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;"

§ 17.46(b)(7): "representing that goods or services are of a particular standard, quality, or grade...if they are of another;" and

§ 17.46(b)(24): "failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed."

[2] Section 353.101 of the Texas Contact Lens Prescription Act provides that a person, other than the prescribing physician, optometrist or therapeutic optometrist, may *not* fill a contact lens prescription or sell or dispense contact lenses to a consumer in Texas *unless* the person receives a prescription *or* verifies by direct communication a contact lens prescription to be filled.

[3] The Texas Optometry Act also makes it a violation of the DTPA for a person to dispense a contact lens without having a valid prescription.

4. Respondents hereby agree and voluntarily assure the Attorney General of Texas effective the day of the entry of this AVC, Respondents shall continue to refrain from selling, advertising, offering for sale, dispensing, or holding for consignment any type of contact lenses.

NOTICE

5. The State of Texas and Respondents acknowledge, as set forth in Tex. Bus. & Com. Code §17.58(c), that unless this AVC has been rescinded by agreement of the parties or voided by the Court for good cause, the subsequent failure to comply with the terms of this AVC is prima facie evidence of a violation of the DTPA in any action by the State of Texas acting by and through the Office of the Attorney General. Respondents do not waive and hereby expressly reserve all defenses to any claim that they have failed to comply with the terms of this AVC. Further, it is agreed and understood that this AVC shall not in any way affect the individual rights of action of any consumer. The State's agreement to this AVC does not constitute an approval by the State of any practices of Respondents and Respondents will not represent that this AVC constitutes approval by the Office of the Attorney General or the Court of any of Respondents' practices. Respondents' signature on this AVC does not constitute an admission of wrongdoing or an admission of a violation of any applicable legal provisions. This AVC is being signed in order to avoid protracted litigation and to resolve all claims and contentions asserted in connection with this proceeding.

MONETARY PROVISIONS

6. Respondents further agree that they will pay the sum of TWELVE HUNDRED FIFTY DOLLARS ($1,250) to the State of Texas for civil penalties and TWELVE HUNDRED FIFTY ($1,250) to the State of Texas for the State's reasonable attorneys' fees and investigative costs for a total of TWENTY FIVE HUNDRED DOLLARS ($2,500).[4]

7. Respondents shall make such payment by certified check or wire transfer, payable to the "Office of the Texas Attorney General," bearing the reference AG# CX9127503884, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, MC-003, P.O. Box 12548, Austin, TX 78711-2548. State acknowledges payment has been made by Respondents upon the entry of this AVC.

REFUNDS TO CONSUMERS

8. Respondents hereby agree to and shall provide full refunds to consumers who purchased contact lenses from Respondents upon the consumer returning the contact lenses (in an unopened box) to Respondent's store within 90 days of the entry of this AVC. Upon the return of the lenses, Respondents shall immediately destroy them.

COOPERATION PROVISIONS

9. Respondents hereby agree and voluntarily assure the Office of the Attorney General of Texas that effective the day of entry of this AVC, Respondents and any of their officers, agents, servants, employees, business entities shall cooperate fully with CPD in investigating and prosecuting individuals and/or entities which distribute, sell, provide, or otherwise unlawfully introduce into commerce contact lenses.

10. Respondents shall make available, upon fourteen (14) days written notice, current officers, directors or employees to appear for depositions, hearings or other proceedings, without the service of a subpoena, as requested by the State.

11. Respondents shall respond within fourteen (14) business days to reasonable written inquiries from the State.

---

[4] Section 17.47 of the DTPA authorizes the OAG to obtain injunctive relief and civil penalties. Section 402.006(c) of the Texas Government Code authorizes an award of attorney's fees.

12. Respondents shall make available for review and provide documents, records, and other tangible evidence reasonably requested by the State.

13. Respondents shall provide truthful declarations, affidavits, certifications, and other written testimony that may be reasonably requested by the State.

14. Nothing in this agreement would preclude Respondents from requesting additional time in which to respond or preclude the State from agreeing to such an extension.

GENERAL PROVISIONS

15. In consideration of the terms of this AVC, the Office of the Attorney General releases Respondents from all claims, complaints, demands, suits, actions, or causes of action resulting from acts or omissions which were the subject of the DTPA investigation as alleged in Paragraph 2, above, which occurred on or before the date of the execution of this AVC. This release does not and is not intended, however, to constitute a waiver of the right of the State of Texas to seek enforcement in a court of competent jurisdiction of Respondents' compliance with the terms contained in this AVC.

16. It is further agreed and understood that Respondents intend to and shall cooperate in securing and obtaining compliance with the terms of this AVC and that this AVC will be filed and placed in the public record, in compliance with Tex. Bus. & Com. Code §17.58(a), with all costs of filing assessed against Respondents.

EXECUTED effective as of the 22nd day of ~~August,~~ September 2016.

Respectfully submitted,

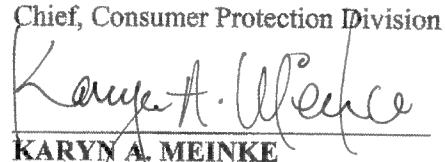
KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division



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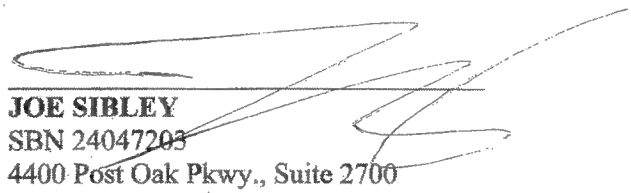
AGREED AS TO FORM AND SUBSTANCE:



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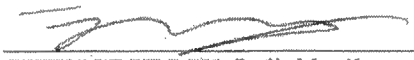
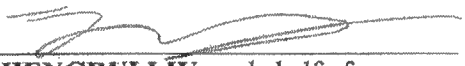


ZHENGRUI LIU, Individually



ZHENGRUI LIU, on behalf of
Jerry and His Family, LLC d/b/a K S Dollar West

2016CI16413 -D438

NO. 2016-CI-16413

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	**438th JUDICIAL DISTRICT**
	§	
JERRY AND HIS FAMILY, LLC, D/B/A	§	
K S DOLLAR WEST, AND	§	
ZHENGRUI LIU, INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

DISTRICT COURT OF BEXAR COUNTY, TX

ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

On this date came on to be considered the Assurance of Voluntary Compliance in the above referenced cause, which is approved by all parties. Said Assurance of Voluntary Compliance is hereby APPROVED by the Court.

SIGNED this 22nd day of September, 2016.

SEP 22 2016

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

KARYN A. MEINKE
SBN 24032859

09/22/2016 VOL 4623 PG 1536

Case Number: 2016CI16413 Document Type: ORDER APPROVING ASSURANCE OR VOLUNTARY COMPLIANCE
Page 1 of 3
Document scanned as filed.

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DISTRICT COURT OF BEXAR COUNTY, TX

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Fax: 713-583-1131
Attorney for Respondents

ZHENGRUI LIU, Individually

ZHENGRUI LIU, on behalf of
Jerry and His Family, LLC d/b/a K S Dollar West

09/22/2016 VOL 4623 PG 1537

CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY McKINNEY, BEXAR COUNTY DISTRICT CLERK, CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS INDICATED BY THE VOLUME, PAGE AND COURT ON SAID DOCUMENT. WITNESSED MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:

September 22, 2016

DONNA KAY McKINNEY
BEXAR COUNTY, TEXAS

By: _____
CINDY GARCIA, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)

2016-CI-16414
037TH JUDICIAL DISTRICT COURT
STATE OF TEXAS VS KATAR ENTERPRISES INC
DATE FILED: 09/22/2016

IN RE: **STATE OF TEXAS**	§	**IN THE DISTRICT COURT**
AND	§	
KATAR ENTERPRISES, INC. **D/B/A MAGIC FOOD MART** **AND** **GURMEET SACHDEVA,** **INDIVIDUALLY**	§	**_____ JUDICIAL DISTRICT**
	§	**BEXAR COUNTY, TEXAS**

ASSURANCE OF VOLUNTARY COMPLIANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the STATE OF TEXAS ("State"), acting by and through its Attorney General, Ken Paxton, and Katar Enterprises, Inc. d/b/a Magic Food Mart and Gurmeet Sachdeva, Individually (hereinafter "Respondents"), and respectfully submit the following Assurance of Voluntary Compliance ("AVC") for the Court's approval and filing in accordance with the Deceptive Trade Practices –Consumer Protection Act ("DTPA"), section 17.58 of the Texas Business & Commerce Code.

FILED
DONNA KAY McKINNEY
DISTRICT CLERK
BEXAR COUNTY
16 SEP 22 AM 8:
DEPUTY

RESPONDENTS

1. Gurmeet Sachdeva is an individual who resides in Texas and is the President of Katar Enterprises, Inc. d/b/a Magic Food Mart. Magic Food Mart is a convenience store located at 5100 Fredericksburg Rd., San Antonio, Texas 78229.

NATURE OF ALLEGED VIOLATIONS

2. During the course of their investigation, the Consumer Protection Division ("CPD") uncovered evidence obtained from the San Antonio Police Department ("SAPD") indicating that Magic Food Mart, located at 5100 Fredericksburg Rd, San Antonio, Texas 78229 was unlawfully selling contact lenses without requiring consumers to present a prescription upon

purchase. Such conduct, if proven, would violate Sections 17.46 (b)(2), (3), (5), (7), and (24) of the DTPA,[1] Section 353.101 of the Texas Contact Lens Prescription Act,[2] and Section 351.604 of the Texas Optometry Act.[3] Upon SAPD's discovery that Respondents were illegally selling contact lenses, Respondents voluntarily ceased selling contact lenses and have voluntarily agreed that they will continue to cease selling lenses. Respondents actively participated in the negotiations leading up to this AVC. Respondents are aware of the obligations this AVC places on them and are capable of carrying out those duties. Respondents agree entry of this AVC is in the public interest.

DEFINITIONS

3. The following definitions shall be used in construing this AVC:

   a. **"Respondents"** means Katar Enterprises, Inc. d/b/a Magic Food Mart and Gurmeet Sachdeva, Individually, and each of their respective officers, agents, servants, employees, business entities, and any other persons in active concert or participation with Katar Enterprises, Inc. d/b/a Magic Food Mart and Gurmeet Sachdeva, Individually.

   b. **"Contact Lenses"** means lenses which provide vision correction or lenses which are used for cosmetic or novelty purposes.

---

[1] § 17.46(b)(2): "causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

§ 17.46(b)(3): "causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;"

§ 17.46(b)(5): "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;"

§ 17.46(b)(7): "representing that goods or services are of a particular standard, quality, or grade…if they are of another;" and

§ 17.46(b)(24): "failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed."

[2] Section 353.101 of the Texas Contact Lens Prescription Act provides that a person, other than the prescribing physician, optometrist or therapeutic optometrist, may *not* fill a contact lens prescription or sell or dispense contact lenses to a consumer in Texas *unless* the person receives a prescription *or* verifies by direct communication a contact lens prescription to be filled.

[3] The Texas Optometry Act also makes it a violation of the DTPA for a person to dispense a contact lens without having a valid prescription.

TERMS OF COMPLIANCE

4. Respondents hereby agree and voluntarily assure the Attorney General of Texas effective the day of the entry of this AVC, Respondents shall continue to refrain from selling, advertising, offering for sale, dispensing, or holding for consignment any type of contact lenses.

NOTICE

5. The State of Texas and Respondents acknowledge, as set forth in Tex. Bus. & Com. Code §17.58(c), that unless this AVC has been rescinded by agreement of the parties or voided by the Court for good cause, the subsequent failure to comply with the terms of this AVC is prima facie evidence of a violation of the DTPA in any action by the State of Texas acting by and through the Office of the Attorney General. Respondents do not waive and hereby expressly reserve all defenses to any claim that they have failed to comply with the terms of this AVC. Further, it is agreed and understood that this AVC shall not in any way affect the individual rights of action of any consumer. The State's agreement to this AVC does not constitute an approval by the State of any practices of Respondents, and Respondents will not represent that this AVC constitutes approval by the Office of the Attorney General or the Court of any of Respondents' practices. Respondents' signature on this AVC does not constitute an admission of wrongdoing or an admission of a violation of any applicable legal provisions. This AVC is being signed in order to avoid protracted litigation and to resolve all claims and contentions asserted in connection with this proceeding.

MONETARY PROVISIONS

6. Respondents further agree that they will pay the sum of SEVEN HUNDRED FIFTY DOLLARS ($750) to the State of Texas for civil penalties and SEVEN HUNDRED FIFTY DOLLARS ($750) to the State of Texas for the State's reasonable attorneys' fees and investigative

costs for a total of FIFTEEN HUNDRED DOLLARS ($1,500). Respondents shall make monthly payments of $125 to the State of Texas until the total amount of FIFTEEN HUNDRED DOLLARS ($1,500) has been paid. Such payments shall be due on the 15th of each month beginning August 15, 2016 with the last payment begin made on or before July 15, 2017.[4]

7. Respondents shall make such payment by certified check or wire transfer, payable to the "Office of the Texas Attorney General," bearing the reference AG# CX9598685917, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, MC-003, P.O. Box 12548, Austin, TX 78711-2548.

REFUNDS TO CONSUMERS

8. Respondents hereby agree to and shall provide full refunds to consumers who purchased contact lenses from Respondents upon the consumer returning the contact lenses (in an unopened box) to Respondent's store within 90 days of the entry of this AVC. Upon the return of the lenses, Respondents shall immediately destroy them.

COOPERATION PROVISIONS

9. Respondents hereby agree and voluntarily assure the Office of the Attorney General of Texas that effective the day of entry of this AVC, Respondents and any of their officers, agents, servants, employees, business entities shall cooperate fully with CPD in investigating and prosecuting individuals and/or entities which distribute, sell, provide, or otherwise unlawfully introduce into commerce contact lenses.

[4] Section 17.47 of the DTPA authorizes the OAG to obtain injunctive relief and civil penalties. Section 402.006(c) of the Texas Government Code authorizes an award of attorney's fees.

10. Respondents shall make available, upon fourteen (14) days written notice, current officers, directors or employees to appear for depositions, hearings or other proceedings, without the service of a subpoena, as requested by the State.

11. Respondents shall respond within fourteen (14) business days to reasonable written inquiries from the State.

12. Respondents shall make available for review and provide documents, records and other tangible evidence reasonably requested by the State.

13. Respondents shall provide truthful declarations, affidavits, certifications and other written testimony that may be reasonably requested by the State.

14. Nothing in this agreement would preclude Respondents from requesting additional time in which to respond or preclude the State from agreeing to such an extension.

GENERAL PROVISIONS

15. In consideration of the terms of this AVC, the Office of the Attorney General releases Respondents from all claims, complaints, demands, suits, actions, or causes of action resulting from acts or omissions which were the subject of the DTPA investigation as alleged in Paragraph 2, above, which occurred on or before the date of the execution of this AVC. This release does not and is not intended, however, to constitute a waiver of the right of the State of Texas to seek enforcement in a court of competent jurisdiction of Respondents' compliance with the terms contained in this AVC.

16. It is further agreed and understood that Respondents intend to and shall cooperate in securing and obtaining compliance with the terms of this AVC, and that this AVC will be filed and placed in the public record, in compliance with Tex. Bus. & Com. Code §17.58(a), with all costs of filing assessed against Respondents.

EXECUTED effective as of the 22nd day of ~~August~~ September, 2016.

Respectfully submitted,

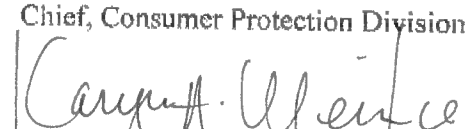
KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division



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Attorneys for the State of Texas

AGREED AS TO FORM AND SUBSTANCE:

Gurmeet S Sachdeva
GURMEET SACHDEVA, Individually

Gurmeet S Sachdeva
GURMEET SACHDEVA, on behalf of Katar Enterprises, Inc. d/b/a Magic Food Mart

2016CI16414 -D037

NO. 2016-CI-16414

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	
	§	37th **JUDICIAL DISTRICT**
KATAR ENTERPRISES, INC.	§	
D/B/A MAGIC FOOD MART	§	
AND	§	
GURMEET SACHDEVA	§	
INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

DISTRICT COURT OF BEXAR COUNTY, TX

ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

On this date came on to be considered the Assurance of Voluntary Compliance in the above referenced cause, which is approved by all parties. Said Assurance of Voluntary Compliance is hereby APPROVED by the Court.

SIGNED this 22nd day of September, 2016.

SEP 22 2016

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

09/22/2016 VOL 4623 PG 1558

Case Number: 2016CI16414 Document Type: ORDER APPROVING ASSURANCE OR VOLUNTARY COMPLIANCE
Page 1 of 3
Document scanned as filed.

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Attorneys for the State of Texas

GURMEET SACHDEVA, Individually

GURMEET SACHDEVA, on behalf of
Katar Enterprises, Inc. d/b/a Magic Food Mart

DISTRICT COURT OF BEXAR COUNTY, TX

09/22/2016 VOL 4623 PG 1538

CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY McKINNEY, BEXAR COUNTY DISTRICT CLERK, CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS INDICATED BY THE VOLUME, PAGE AND COURT ON SAID DOCUMENT. WITNESSED MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:

September 22, 2016

DONNA KAY McKINNEY
BEXAR COUNTY, TEXAS

By: _____
CINDY GARCIA, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)

2016-CI-16415

045TH JUDICIAL DISTRICT COURT

STATE OF TEXAS VS MAYFIELD FOOD MART IN

DATE FILED: 09/22/2016

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	
	§	**_____ JUDICIAL DISTRICT**
MAYFIELD FOOD MART, INC. D/B/A	§	
MAYFIELD FOOD MART AND	§	
GEORGE ABRAHAM, INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

ASSURANCE OF VOLUNTARY COMPLIANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the STATE OF TEXAS ("State"), acting by and through its Attorney General, Ken Paxton, and Mayfield Food Mart, Inc. d/b/a Mayfield Food Mart and George Abraham, Individually (hereinafter "Respondents"), and respectfully submit the following Assurance of Voluntary Compliance ("AVC") for the Court's approval and filing in accordance with the Deceptive Trade Practices –Consumer Protection Act ("DTPA"), section 17.58 of the Texas Business & Commerce Code.

FILED
DONNA KAY McKINNEY
DISTRICT CLERK
BEXAR COUNTY
16 SEP 22 AM 8:56
DEPUTY
BY

RESPONDENTS

1. George Abraham is an individual who resides in Texas and is the President of Mayfield Food Mart, Inc., a Texas Corporation. Mayfield Food Mart, Inc. d/b/a Mayfield Food Mart is a convenience store located at 288 W. Mayfield, San Antonio, Texas 78221.

NATURE OF ALLEGED VIOLATIONS

2. During the course of their investigation, the Consumer Protection Division ("CPD") uncovered evidence obtained from the San Antonio Police Department ("SAPD") indicating that Mayfield Food Mart, located at 288 W. Mayfield, San Antonio, TX 78221 was unlawfully selling contact lenses without requiring consumers to present a prescription upon purchase. Such conduct, if proven, would violate Sections 17.46 (b)(2), (3), (5), (7), and (24) of

the DTPA,[1] Section 353.101 of the Texas Contact Lens Prescription Act,[2] and Section 351.604 of the Texas Optometry Act.[3] Upon SAPD's discovery that Respondents were illegally selling contact lenses, Respondents voluntarily ceased selling contact lenses and have voluntarily agreed that they will continue to cease selling lenses. Respondents actively participated in the negotiations leading up to this AVC. Respondents are aware of the obligations this AVC places on them and are capable of carrying out those duties. Respondents agree entry of this AVC is in the public interest.

DEFINITIONS

3. The following definitions shall be used in construing this AVC:

   a. **"Respondents"** means Mayfield Food Mart, Inc. d/b/a Mayfield Food Mart and George Abraham, Individually, and each of their respective officers, agents, servants, employees, business entities, and any other persons in active concert or participation with Mayfield Food Mart, Inc. d/b/a Mayfield Food Mart or George Abraham, Individually.

   b. **"Contact Lenses"** means lenses which provide vision correction or lenses which are used for cosmetic or novelty purposes.

TERMS OF COMPLIANCE

4. Respondents hereby agree and voluntarily assure the Attorney General of Texas effective the day of the entry of this AVC, Respondents shall continue to refrain from selling,

---

[1] § 17.46(b)(2): "causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

§ 17.46(b)(3): "causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;"

§ 17.46(b)(5): "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;"

§ 17.46(b)(7): "representing that goods or services are of a particular standard, quality, or grade…if they are of another;" and

§ 17.46(b)(24): "failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed."

[2] Section 353.101 of the Texas Contact Lens Prescription Act provides that a person, other than the prescribing physician, optometrist or therapeutic optometrist, may *not* fill a contact lens prescription or sell or dispense contact lenses to a consumer in Texas *unless* the person receives a prescription *or* verifies by direct communication a contact lens prescription to be filled.

[3] The Texas Optometry Act also makes it a violation of the DTPA for a person to dispense a contact lens without having a valid prescription.

advertising, offering for sale, dispensing, or holding for consignment any type of contact lenses.

NOTICE

5. The State of Texas and Respondents acknowledge, as set forth in Tex. Bus. & Com. Code §17.58(c), that unless this AVC has been rescinded by agreement of the parties or voided by the Court for good cause, the subsequent failure to comply with the terms of this AVC is prima facie evidence of a violation of the DTPA in any action by the State of Texas acting by and through the Office of the Attorney General. Respondents do not waive and hereby expressly reserve all defenses to any claim that they have failed to comply with the terms of this AVC. Further, it is agreed and understood that this AVC shall not in any way affect the individual rights of action of any consumer. The State's agreement to this AVC does not constitute an approval by the State of any practices of Respondents, and Respondents will not represent that this AVC constitutes approval by the Office of the Attorney General or the Court of any of Respondents' practices. Respondents' signature on this AVC does not constitute an admission of wrongdoing or an admission of a violation of any applicable legal provisions. This AVC is being signed in order to avoid protracted litigation and to resolve all claims and contentions asserted in connection with this proceeding.

MONETARY PROVISIONS

6. Respondents further agree that they will pay the sum of ONE THOUSAND DOLLARS ($1,000) to the State of Texas for civil penalties and EIGHT HUNDRED DOLLARS ($800) to the State of Texas for the State's reasonable attorneys' fees and investigative costs for a total of EIGHTEEN HUNDRED DOLLARS ($1,800).[4]

7. Respondents shall make such payment by certified check or wire transfer, payable to the "Office of the Texas Attorney General," bearing the reference AG# CX0965411209, and if

[4] Section 17.47 of the DTPA authorizes the OAG to obtain injunctive relief and civil penalties. Section 402.006(c) of the Texas Government Code authorizes an award of attorney's fees.

not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, MC-003, P.O. Box 12548, Austin, TX 78711-2548. State acknowledges payment has been made by Respondents upon the entry of this AVC.

REFUNDS TO CONSUMERS

8. Respondents hereby agree to and shall provide full refunds to consumers who purchased contact lenses from Respondents upon the consumer returning the contact lenses (in an unopened box) to Respondent's store within 90 days of the entry of this AVC. Upon the return of the lenses, Respondents shall immediately destroy them.

COOPERATION PROVISIONS

9. Respondents hereby agree and voluntarily assure the Office of the Attorney General of Texas that effective the day of entry of this AVC, Respondents and any of their officers, agents, servants, employees, business entities shall cooperate fully with CPD in investigating and prosecuting individuals and/or entities which distribute, sell, provide, or otherwise unlawfully introduce into commerce contact lenses.

10. Respondents shall make available, upon fourteen (14) days written notice, current officers, directors or employees to appear for depositions, hearings or other proceedings, without the service of a subpoena, as requested by the State.

11. Respondents shall respond within fourteen (14) business days to reasonable written inquiries from the State.

12. Respondents shall make available for review and provide documents, records, and other tangible evidence reasonably requested by the State.

13. Respondents shall provide truthful declarations, affidavits, certifications, and other written testimony that may be reasonably requested by the State.

14. Nothing in this agreement would preclude Respondents from requesting additional

time in which to respond or preclude the State from agreeing to such an extension.

GENERAL PROVISIONS

15. In consideration of the terms of this AVC, the Office of the Attorney General releases Respondents from all claims, complaints, demands, suits, actions, or causes of action resulting from acts or omissions which were the subject of the DTPA investigation as alleged in Paragraph 2, above, which occurred on or before the date of the execution of this AVC. This release does not and is not intended, however, to constitute a waiver of the right of the State of Texas to seek enforcement in a court of competent jurisdiction of Respondents' compliance with the terms contained in this AVC.

16. It is further agreed and understood that Respondents intend to and shall cooperate in securing and obtaining compliance with the terms of this AVC, and that this AVC will be filed and placed in the public record, in compliance with Tex. Bus. & Com. Code §17.58(a), with all costs of filing assessed against Respondents.

EXECUTED effective as of the 22nd day of ~~August~~ September, 2016.

Respectfully submitted,

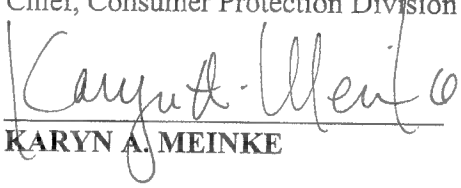
KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division



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Fax: 210-224-2603
Attorney for Respondents

GEORGE ABRAHAM, Individually

GEORGE ABRAHAM, on behalf of
Mayfield Food Mart, Inc., d/b/a Mayfield Food Mart

2016CI16415 -D045

NO. 2016-CI-16415

DV

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	
	§	45th **JUDICIAL DISTRICT**
MAYFIELD FOOD MART, INC., D/B/A	§	
MAYFIELD FOOD MART AND	§	
GEORGE ABRAHAM,	§	
INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

DISTRICT COURT OF BEXAR COUNTY, TX

ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

On this date came on to be considered the Assurance of Voluntary Compliance in the above referenced cause, which is approved by all parties. Said Assurance of Voluntary Compliance is hereby APPROVED by the Court.

SIGNED this 22nd day of September, 2016.

SEP 22 2016

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

KARYN A. MEINKE

09/22/2016 VOL 4625 PG 1546

Case Number: 2016CI16415 Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE
Document scanned as filed.

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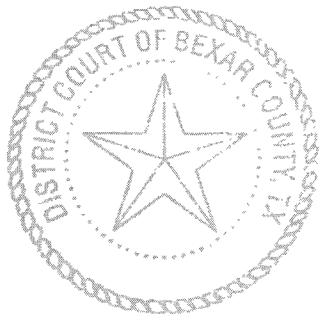
Attorneys for the State of Texas



BRANDEN LOPEZ
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San Antonio, Texas 78240
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Fax: 210-224-2603
Attorney for Respondents

GEORGE ABRAHAM, Individually

GEORGE ABRAHAM, on behalf of
Mayfield Food Mart, Inc., d/b/a Mayfield Food Mart

09/22/2016 VOL 4623 PG 1547

CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY McKINNEY, BEXAR COUNTY DISTRICT CLERK. CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS INDICATED BY THE VOLUME, PAGE AND COURT ON SAID DOCUMENT. WITNESSED MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:

September 22, 2016

DONNA KAY McKINNEY
BEXAR COUNTY, TEXAS

By: _____
DANIELLE VALDEZ, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)

2016-CI-16417

073RD JUDICIAL DISTRICT COURT

STATE OF TEXAS VS RDN INC

DATE FILED: 09/22/2016

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	**_____ JUDICIAL DISTRICT**
	§	
RDN, INC. D/B/A	§	
NORTH STAR FOOD MART	§	
AND	§	
MUZAFAR IQBAL,	§	
INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

ASSURANCE OF VOLUNTARY COMPLIANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the STATE OF TEXAS ("State"), acting by and through its Attorney General, Ken Paxton, and RDN, Inc. d/b/a North Star Food Mart and Muzafar Iqbal, Individually (hereinafter "Respondents"), and respectfully submit the following Assurance of Voluntary Compliance ("AVC") for the Court's approval and filing in accordance with the Deceptive Trade Practices –Consumer Protection Act ("DTPA"), section 17.58 of the Texas Business & Commerce Code.

RESPONDENTS

1. Muzafar Iqbal is an individual who resides in Texas and is the President of RDN, Inc., a Texas Corporation. North Star Food Mart is a convenience store located at 10393 Sahara, San Antonio, Texas 78216.

FILED
DONNA RAY McKINNEY
DISTRICT CLERK
BEXAR COUNTY
2016 SEP 22 AM 8:54
DEPUTY

NATURE OF ALLEGED VIOLATIONS

2. During the course of their investigation, the Consumer Protection Division ("CPD") uncovered evidence obtained from the San Antonio Police Department ("SAPD") indicating that North Star Food Mart, located at 10393 Sahara, San Antonio, Texas 78216 was unlawfully selling contact lenses without requiring consumers to present a prescription upon

purchase. Such conduct, if proven, would violate Sections 17.46 (b)(2), (3), (5), (7), and (24) of the DTPA,[1] Section 353.101 of the Texas Contact Lens Prescription Act,[2] and Section 351.604 of the Texas Optometry Act.[3] Upon SAPD's discovery that Respondents were illegally selling contact lenses, Respondents voluntarily ceased selling contact lenses and have voluntarily agreed that they will continue to cease selling lenses. Respondents actively participated in the negotiations leading up to this AVC. Respondents are aware of the obligations this AVC places on them and are capable of carrying out those duties. Respondents agree entry of this AVC is in the public interest.

DEFINITIONS

3. The following definitions shall be used in construing this AVC:

   a. **"Respondents"** means RDN, Inc. d/b/a North Star Food Mart and Muzafar Iqbal, Individually, and each of their respective officers, agents, servants, employees, business entities, and any other persons in active concert or participation with RDN, Inc. d/b/a North Star Food Mart and Muzafar Iqbal, Individually.

   b. **"Contact Lenses"** means lenses which provide vision correction or lenses which are used for cosmetic or novelty purposes.

---

[1] § 17.46(b)(2): "causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

§ 17.46(b)(3): "causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;"

§ 17.46(b)(5): "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;"

§ 17.46(b)(7): "representing that goods or services are of a particular standard, quality, or grade…if they are of another;" and

§ 17.46(b)(24): "failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed."

[2] Section 353.101 of the Texas Contact Lens Prescription Act provides that a person, other than the prescribing physician, optometrist or therapeutic optometrist, may *not* fill a contact lens prescription or sell or dispense contact lenses to a consumer in Texas *unless* the person receives a prescription *or* verifies by direct communication a contact lens prescription to be filled.

[3] The Texas Optometry Act also makes it a violation of the DTPA for a person to dispense a contact lens without having a valid prescription.

TERMS OF COMPLIANCE

4. Respondents hereby agree and voluntarily assure the Attorney General of Texas effective the day of the entry of this AVC, Respondents shall continue to refrain from selling, advertising, offering for sale, dispensing, or holding for consignment any type of contact lenses.

NOTICE

5. The State of Texas and Respondents acknowledge, as set forth in Tex. Bus. & Com. Code §17.58(c), that unless this AVC has been rescinded by agreement of the parties or voided by the Court for good cause, the subsequent failure to comply with the terms of this AVC is prima facie evidence of a violation of the DTPA in any action by the State of Texas acting by and through the Office of the Attorney General. Respondents do not waive and hereby expressly reserve all defenses to any claim that they have failed to comply with the terms of this AVC. Further, it is agreed and understood that this AVC shall not in any way affect the individual rights of action of any consumer. The State's agreement to this AVC does not constitute an approval by the State of any practices of Respondents, and Respondents will not represent that this AVC constitutes approval by the Office of the Attorney General or the Court of any of Respondents' practices. Respondents' signature on this AVC does not constitute an admission of wrongdoing or an admission of a violation of any applicable legal provisions. This AVC is being signed in order to avoid protracted litigation and to resolve all claims and contentions asserted in connection with this proceeding.

MONETARY PROVISIONS

6. Respondents further agree that they will pay the sum of SIX HUNDRED DOLLARS ($600) to the State of Texas for civil penalties and SIX HUNDRED DOLLARS ($600) to the State of Texas for the State's reasonable attorneys' fees and investigative costs for a total of

TWELVE HUNDRED DOLLARS ($1,200). Respondents shall make monthly payments of $100 to the State of Texas until the total amount of TWELVE HUNDRED DOLLARS ($1,200) has been paid. Such payments shall be due on the 15th of each month beginning August 15, 2016 with the last payment begin made on or before July 15, 2017.[4]

7. Respondents shall make such payment by certified check or wire transfer, payable to the "Office of the Texas Attorney General," bearing the reference AG# CX4688066269, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, MC-003, P.O. Box 12548, Austin, TX 78711-2548.

REFUNDS TO CONSUMERS

8. Respondents hereby agree to and shall provide full refunds to consumers who purchased contact lenses from Respondents upon the consumer returning the contact lenses (in an unopened box) to Respondent's store within 90 days of the entry of this AVC. Upon the return of the lenses, Respondents shall immediately destroy them.

COOPERATION PROVISIONS

9. Respondents hereby agree and voluntarily assure the Office of the Attorney General of Texas that effective the day of entry of this AVC, Respondents and any of their officers, agents, servants, employees, business entities shall cooperate fully with CPD in investigating and prosecuting individuals and/or entities which distribute, sell, provide, or otherwise unlawfully introduce into commerce contact lenses.

[4] Section 17.47 of the DTPA authorizes the OAG to obtain injunctive relief and civil penalties. Section 402.006(c) of the Texas Government Code authorizes an award of attorney's fees.

10. Respondents shall make available, upon fourteen (14) days written notice, current officers, directors or employees to appear for depositions, hearings or other proceedings, without the service of a subpoena, as requested by the State.

11. Respondents shall respond within fourteen (14) business days to reasonable written inquiries from the State.

12. Respondents shall make available for review and provide documents, records and other tangible evidence reasonably requested by the State.

13. Respondents shall provide truthful declarations, affidavits, certifications and other written testimony that may be reasonably requested by the State.

14. Nothing in this agreement would preclude Respondents from requesting additional time in which to respond or preclude the State from agreeing to such an extension.

GENERAL PROVISIONS

15. In consideration of the terms of this AVC, the Office of the Attorney General releases Respondents from all claims, complaints, demands, suits, actions, or causes of action resulting from acts or omissions which were the subject of the DTPA investigation as alleged in Paragraph 2, above, which occurred on or before the date of the execution of this AVC. This release does not and is not intended, however, to constitute a waiver of the right of the State of Texas to seek enforcement in a court of competent jurisdiction of Respondents' compliance with the terms contained in this AVC.

16. It is further agreed and understood that Respondents intend to and shall cooperate in securing and obtaining compliance with the terms of this AVC, and that this AVC will be filed and placed in the public record, in compliance with Tex. Bus. & Com. Code §17.58(a), with all costs of filing assessed against Respondents.

EXECUTED effective as of the 22nd day of ~~August~~ September, 2016.

Respectfully submitted,

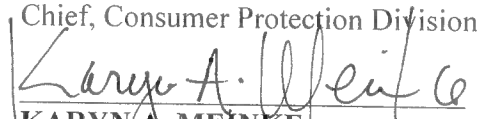
KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division



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Attorneys for the State of Texas

AGREED AS TO FORM AND SUBSTANCE:

MUZAFAR IQBAL, Individually

MUZAFAR IQBAL, on behalf of
RDN, Inc. d/b/a North Star Food Mart

2016CI16417 -D073

DV

NO. 2016-CI-16417

IN RE:	§	IN THE DISTRICT COURT
STATE OF TEXAS	§	
	§	
AND	§	
	§	73rd JUDICIAL DISTRICT
RDN, INC. D/B/A	§	
NORTH STAR FOOD MART	§	
AND	§	
MUZAFAR IQBAL,	§	
INDIVIDUALLY	§	BEXAR COUNTY, TEXAS

DISTRICT COURT OF BEXAR COUNTY, TX

ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

On this date came on to be considered the Assurance of Voluntary Compliance in the above referenced cause, which is approved by all parties. Said Assurance of Voluntary Compliance is hereby APPROVED by the Court.

SIGNED this 22nd day of September, 2016.

SEP 22 2016

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

09/22/2016 VOL 46253 PG 1548

Case Number: 2016CI16417 Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE
Page 1 of 3
Document scanned as filed.

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Attorneys for the State of Texas

MUZAFAR IQBAL, Individually

MUZAFAR IQBAL, on behalf of
RDN, Inc. d/b/a North Star Food Mart

DISTRICT COURT OF BEXAR COUNTY, TX

09/22/2016 VOL 4623 PG 1548

CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY McKINNEY, BEXAR COUNTY DISTRICT CLERK, CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS INDICATED BY THE VOLUME, PAGE AND COURT ON SAID DOCUMENT. WITNESSED MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:

September 22, 2016

DONNA KAY McKINNEY
BEXAR COUNTY, TEXAS

By: _____
CINDY GARCIA, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)

2016-CI-16418
131ST JUDICIAL DISTRICT COURT
STATE OF TEXAS VS HAISMANN BUSINESS ENT
DATE FILED: 09/22/2016

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	
	§	
HAUSMANN BUSINESS	§	**_____ JUDICIAL DISTRICT**
ENTERPRISES, INC. d/b/a	§	
HAUSMAN FOOD MART A/K/A	§	
PERRIN PANTRY AND	§	
MOHAMMAD SALEEM RANA,	§	
INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

ASSURANCE OF VOLUNTARY COMPLIANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the STATE OF TEXAS ("State"), acting by and through its Attorney General, Ken Paxton, and Hausmann Business Enterprises, Inc. d/b/a Hausman Food Mart a/k/a Perrin Pantry, and Mohammad Saleem Rana, Individually (hereinafter "Respondents"), and respectfully submit the following Assurance of Voluntary Compliance ("AVC") for the Court's approval and filing in accordance with the Deceptive Trade Practices –Consumer Protection Act ("DTPA"), section 17.58 of the Texas Business & Commerce Code.

FILED
DONNA KAY McKINNEY
DISTRICT CLERK
BEXAR COUNTY
16 SEP 22 AM 8:59
DEPUTY
BY

RESPONDENTS

1. Mohammad Saleem Rana is an individual who resides in Texas and is the President of Hausmann Business Enterprises, Inc., a Texas Corporation. Hausmann Business Enterprises, Inc. d/b/a Hausman Food Mart a/k/a Perrin Pantry is a convenience store located at 9126 Perrin Beitel, San Antonio, Texas 78217.

NATURE OF ALLEGED VIOLATIONS

2. During the course of their investigation, the Consumer Protection Division ("CPD") uncovered evidence obtained from the San Antonio Police Department ("SAPD")

indicating that Perrin Pantry, located at 9126 Perrin Beitel, San Antonio, Texas 78217 was unlawfully selling contact lenses without requiring consumers to present a prescription upon purchase. Such conduct, if proven, would violate Sections 17.46 (b)(2), (3), (5), (7), and (24) of the DTPA,[1] Section 353.101 of the Texas Contact Lens Prescription Act,[2] and Section 351.604 of the Texas Optometry Act.[3]

DEFINITIONS

3. The following definitions shall be used in construing this AVC:

   a. **"Respondents"** means Hausmann Business Enterprises, Inc. d/b/a Hausman Food Mart a/k/a Perrin Pantry, and Mohammad Saleem Rana, Individually, and each of their respective officers, agents, servants, employees, business entities, and any other persons in active concert or participation with Hausmann Business Enterprises, Inc. d/b/a Hausman Food Mart a/k/a Perrin Pantry, and Mohammad Saleem Rana, Individually.

   b. **"Contact Lenses"** means lenses which provide vision correction or lenses which are used for cosmetic or novelty purposes.

---

[1] § 17.46(b)(2): "causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

§ 17.46(b)(3): "causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;"

§ 17.46(b)(5): "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;"

§ 17.46(b)(7): "representing that goods or services are of a particular standard, quality, or grade…if they are of another;" and

§ 17.46(b)(24): "failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed."

[2] Section 353.101 of the Texas Contact Lens Prescription Act provides that a person, other than the prescribing physician, optometrist or therapeutic optometrist, may *not* fill a contact lens prescription or sell or dispense contact lenses to a consumer in Texas *unless* the person receives a prescription *or* verifies by direct communication a contact lens prescription to be filled.

[3] The Texas Optometry Act also makes it a violation of the DTPA for a person to dispense a contact lens without having a valid prescription.

TERMS OF COMPLIANCE

4. Respondents hereby agree and voluntarily assure the Attorney General of Texas effective the day of the entry of this AVC, Respondents shall continue to refrain from selling, advertising, offering for sale, dispensing, or holding for consignment any type of contact lenses.

NOTICE

5. The State of Texas and Respondents acknowledge, as set forth in Tex. Bus. & Com. Code §17.58(c), that unless this AVC has been rescinded by agreement of the parties or voided by the Court for good cause, the subsequent failure to comply with the terms of this AVC is prima facie evidence of a violation of the DTPA in any action by the State of Texas acting by and through the Office of the Attorney General. Respondents do not waive and hereby expressly reserve all defenses to any claim that they have failed to comply with the terms of this AVC. Further, it is agreed and understood that this AVC shall not in any way affect the individual rights of action of any consumer. The State's agreement to this AVC does not constitute an approval by the State of any practices of Respondents, and Respondents will not represent that this AVC constitutes approval by the Office of the Attorney General or the Court of any of Respondents' practices. Respondents' signature on this AVC does not constitute an admission of wrongdoing or an admission of a violation of any applicable legal provisions. This AVC is being signed in order to avoid protracted litigation and to resolve all claims and contentions asserted in connection with this proceeding.

MONETARY PROVISIONS

6. Respondents further agree that they will pay the sum of SEVEN HUNDRED FIFTY DOLLARS ($750) to the State of Texas for civil penalties and SEVEN HUNDRED FIFTY DOLLARS ($750) to the State of Texas for the State's reasonable attorneys' fees and investigative

costs for a total of FIFTEEN HUNDRED DOLLARS ($1,500). Respondents shall make monthly payments of $125 to the State of Texas until the total amount of FIFTEEN HUNDRED DOLLARS ($1,500) has been paid. Such payments shall be due on the 15th of each month beginning August 15, 2016 with the last payment begin made on or before July 15, 2017.[4]

7. Respondents shall make such payment by certified check or wire transfer, payable to the "Office of the Texas Attorney General," bearing the reference AG# CX6442525772, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, MC-003, P.O. Box 12548, Austin, TX 78711-2548.

REFUNDS TO CONSUMERS

8. Respondents hereby agree to and shall provide full refunds to consumers who purchased contact lenses from Respondents upon the consumer returning the contact lenses (in an unopened box) to Respondent's store within 90 days of the entry of this AVC. Upon the return of the lenses, Respondents shall immediately destroy them.

COOPERATION PROVISIONS

9. Respondents hereby agree and voluntarily assure the Office of the Attorney General of Texas that effective the day of entry of this AVC, Respondents and any of their officers, agents, servants, employees, business entities shall cooperate fully with CPD in investigating and prosecuting individuals and/or entities which distribute, sell, provide, or otherwise unlawfully introduce into commerce contact lenses.

[4] Section 17.47 of the DTPA authorizes the OAG to obtain injunctive relief and civil penalties. Section 402.006(c) of the Texas Government Code authorizes an award of attorney's fees.

10. Respondents shall make available, upon fourteen (14) days written notice, current officers, directors or employees to appear for depositions, hearings or other proceedings, without the service of a subpoena, as requested by the State.

11. Respondents shall respond within fourteen (14) business days to reasonable written inquiries from the State.

12. Respondents shall make available for review and provide documents, records and other tangible evidence reasonably requested by the State.

13. Respondents shall provide truthful declarations, affidavits, certifications and other written testimony that may be reasonably requested by the State.

14. Nothing in this agreement would preclude Respondents from requesting additional time in which to respond or preclude the State from agreeing to such an extension.

GENERAL PROVISIONS

15. In consideration of the terms of this AVC, the Office of the Attorney General releases Respondents from all claims, complaints, demands, suits, actions, or causes of action resulting from acts or omissions which were the subject of the DTPA investigation as alleged in Paragraph 2, above, which occurred on or before the date of the execution of this AVC. This release does not and is not intended, however, to constitute a waiver of the right of the State of Texas to seek enforcement in a court of competent jurisdiction of Respondents' compliance with the terms contained in this AVC.

16. It is further agreed and understood that Respondents intend to and shall cooperate in securing and obtaining compliance with the terms of this AVC, and that this AVC will be filed and placed in the public record, in compliance with Tex. Bus. & Com. Code §17.58(a), with all costs of filing assessed against Respondents.

EXECUTED effective as of the 22nd day of ~~August~~ September, 2016.

Respectfully submitted,

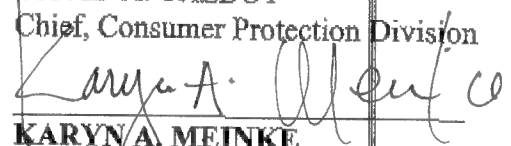
KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division



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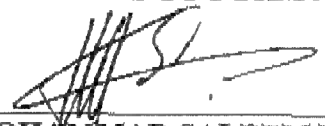
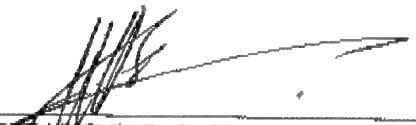
AGREED AS TO FORM AND SUBSTANCE:



MOHAMMAD SALEEM RANA, Individually



MOHAMMAD SALEEM RANA, on behalf of
Hausmann Business Enterprises, Inc. d/b/a
Hausman Food Mart a/k/a Perrin Pantry

2016CI16418 -D131

NO. 2016-CI-16418

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	
	§	131st **JUDICIAL DISTRICT**
HAUSMANN BUSINESS	§	
ENTERPRISES, INC. D/B/A	§	
HAUSMAN FOOD MART A/K/A	§	
PERRIN PANTRY AND	§	
MOHAMMAD SALEEM RANA,	§	
INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

On this date came on to be considered the Assurance of Voluntary Compliance in the above referenced cause, which is approved by all parties. Said Assurance of Voluntary Compliance is hereby APPROVED by the Court.

SIGNED this 22nd day of September, 2016.

SEP 22 2016

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

09/22/2016 VOL 4623 PG 1554

DOCUMENT SCANNED AS FILED

Case Number: 2016CI16418 Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

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STEVEN ROBINSON
SBN 24046738
Assistant Attorneys General
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Attorneys for the State of Texas

MOHAMMAD SALEEM RANA, Individually

MOHAMMAD SALEEM RANA, on behalf of
Hausmann Busienss Enterprises, Inc. d/b/a
Hausman Food Mart a/k/a Perrin Pantry

DISTRICT COURT OF BEXAR COUNTY, TX

09/22/2016 VOL 4623 PG 1555

CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY McKINNEY, BEXAR COUNTY DISTRICT CLERK. CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS INDICATED BY THE VOLUME, PAGE AND COURT ON SAID DOCUMENT. WITNESSED MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:

September 22, 2016

DONNA KAY McKINNEY
BEXAR COUNTY, TEXAS

By: Danielle Valdez
DANIELLE VALDEZ, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)

NO. 2016-CI-16419

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	**150th JUDICIAL DISTRICT**
	§	
PLATINUM STORES, INC. d/b/a	§	
PLATINUM FOOD MART	§	
AND MOMIN ALI,	§	
INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

ASSURANCE OF VOLUNTARY COMPLIANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the STATE OF TEXAS ("State"), acting by and through its Attorney General, Ken Paxton, and Platinum Food Stores, Inc. d/b/a Platinum Food Mart and Momin Ali, Individually (hereinafter "Respondents"), and respectfully submit the following Assurance of Voluntary Compliance ("AVC") for the Court's approval and filing in accordance with the Deceptive Trade Practices – Consumer Protection Act ("DTPA"), section 17.58 of the Texas Business & Commerce Code.

RESPONDENTS

1. Momin Ali is an individual who resides in Texas and is the President of Platinum Food Stores, Inc., a Texas Corporation. Platinum Food Stores, Inc. d/b/a Platinum Food Mart is a convenience store located 14330 Nacogdoches, San Antonio, Texas 78233.

FILED
DONNA KAY McKINNEY
DISTRICT CLERK
BEXAR COUNTY
16 OCT -3 AM 11:28
DEPUTY

NATURE OF ALLEGED VIOLATIONS

2. During the course of their investigation, the Consumer Protection Division ("CPD") uncovered evidence obtained from the San Antonio Police Department ("SAPD") indicating that Platinum Food Mart located at 14330 Nacogdoches, San Antonio, Texas 78233 was unlawfully selling contact lenses without requiring consumers to present a prescription upon

purchase. Such conduct, if proven, would violate Sections 17.46 (b)(2), (3), (5), (7), and (24) of the DTPA,[1] Section 353.101 of the Texas Contact Lens Prescription Act,[2] and Section 351.604 of the Texas Optometry Act.[3] Upon SAPD's discovery that Respondents were illegally selling contact lenses, Respondents voluntarily ceased selling contact lenses and have voluntarily agreed that they will continue to cease selling lenses. Respondents actively participated in the negotiations leading up to this AVC. Respondents are aware of the obligations this AVC places on them and are capable of carrying out those duties. Respondents agree entry of this AVC is in the public interest.

DEFINITIONS

3. The following definitions shall be used in construing this AVC:

   a. **"Respondents"** means Platinum Food Stores, Inc. d/b/a Platinum Food Mart and Momin Ali, Individually, and each of their respective officers, agents, servants, employees, business entities, and any other persons in active concert or participation with Platinum Food Stores, Inc. d/b/a Platinum Food Mart and Momin Ali, Individually.

   b. **"Contact Lenses"** means lenses which provide vision correction or lenses which are used for cosmetic or novelty purposes.

---

[1] § 17.46(b)(2): "causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

§ 17.46(b)(3): "causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;"

§ 17.46(b)(5): "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;"

§ 17.46(b)(7): "representing that goods or services are of a particular standard, quality, or grade…if they are of another;" and

§ 17.46(b)(24): "failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed."

[2] Section 353.101 of the Texas Contact Lens Prescription Act provides that a person, other than the prescribing physician, optometrist or therapeutic optometrist, may *not* fill a contact lens prescription or sell or dispense contact lenses to a consumer in Texas *unless* the person receives a prescription *or* verifies by direct communication a contact lens prescription to be filled.

[3] The Texas Optometry Act also makes it a violation of the DTPA for a person to dispense a contact lens without having a valid prescription.

TERMS OF COMPLIANCE

4. Respondents hereby agree and voluntarily assure the Attorney General of Texas effective the day of the entry of this AVC, Respondents shall continue to refrain from selling, advertising, offering for sale, dispensing, or holding for consignment any type of contact lenses.

NOTICE

5. The State of Texas and Respondents acknowledge, as set forth in Tex. Bus. & Com. Code §17.58(c), that unless this AVC has been rescinded by agreement of the parties or voided by the Court for good cause, the subsequent failure to comply with the terms of this AVC is prima facie evidence of a violation of the DTPA in any action by the State of Texas acting by and through the Office of the Attorney General. Respondents do not waive and hereby expressly reserve all defenses to any claim that they have failed to comply with the terms of this AVC. Further, it is agreed and understood that this AVC shall not in any way affect the individual rights of action of any consumer. The State's agreement to this AVC does not constitute an approval by the State of any practices of Respondents, and Respondents will not represent that this AVC constitutes approval by the Office of the Attorney General or the Court of any of Respondents' practices. Respondents' signature on this AVC does not constitute an admission of wrongdoing or an admission of a violation of any applicable legal provisions. This AVC is being signed in order to avoid protracted litigation and to resolve all claims and contentions asserted in connection with this proceeding.

MONETARY PROVISIONS

6. Respondents further agree that they will pay the sum of NINE HUNDRED FIFTY DOLLARS ($950) to the State of Texas for civil penalties to be allocated in accordance with Texas Govt. Code §402.007(b)(1) to the Supreme Court Judicial Fund or general revenue as appropriate

and NINE HUNDRED FIFTY DOLLARS ($950) to the State of Texas for the State's reasonable attorneys' fees and investigative costs for a total of NINETEEN HUNDRED DOLLARS ($1,900).[4] Respondents shall make 11 monthly payments of $158.34 to the State of Texas and one final payment of $158.26 until the total amount of $1,900.00 has been paid. Such payments shall be due on the 15th of each month beginning September 15, 2016 with the last payment begin made on or before August 15, 2017.

7. Respondents shall make such payment by certified check or wire transfer, payable to the "Office of the Texas Attorney General," bearing the reference AG# CX1451207990, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, MC-003, P.O. Box 12548, Austin, TX 78711-2548. State acknowledges payment has been made by Respondents upon the entry of this AVC.

REFUNDS TO CONSUMERS

8. Respondents hereby agree to and shall provide full refunds to consumers who purchased contact lenses from Respondents upon the consumer returning the contact lenses (in an unopened box) to Respondent's store within 90 days of the entry of this AVC. Upon the return of the lenses, Respondents shall immediately destroy them.

COOPERATION PROVISIONS

9. Respondents hereby agree and voluntarily assure the Office of the Attorney General of Texas that effective the day of entry of this AVC, Respondents and any of their officers, agents, servants, employees, business entities shall cooperate fully with CPD in investigating and

[4] Section 17.47 of the DTPA authorizes the OAG to obtain injunctive relief and civil penalties. Section 402.006(c) of the Texas Government Code authorizes an award of attorney's fees.

prosecuting individuals and/or entities which distribute, sell, provide, or otherwise unlawfully introduce into commerce contact lenses.

10. Respondents shall make available, upon fourteen (14) days written notice, current officers, directors or employees to appear for depositions, hearings or other proceedings, without the service of a subpoena, as requested by the State.

11. Respondents shall respond within fourteen (14) business days to reasonable written inquiries from the State.

12. Respondents shall make available for review and provide documents, records and other tangible evidence reasonably requested by the State.

13. Respondents shall provide truthful declarations, affidavits, certifications and other written testimony that may be reasonably requested by the State.

14. Nothing in this agreement would preclude Respondents from requesting additional time in which to respond or preclude the State from agreeing to such an extension.

GENERAL PROVISIONS

15. In consideration of the terms of this AVC, the Office of the Attorney General releases Respondents from all claims, complaints, demands, suits, actions, or causes of action resulting from acts or omissions which were the subject of the DTPA investigation as alleged in Paragraph 2, above, which occurred on or before the date of the execution of this AVC. This release does not and is not intended, however, to constitute a waiver of the right of the State of Texas to seek enforcement in a court of competent jurisdiction of Respondents' compliance with the terms contained in this AVC.

16. It is further agreed and understood that Respondents intend to and shall cooperate in securing and obtaining compliance with the terms of this AVC, and that this AVC will be filed

EXECUTED effective as of the 30th day of September, 2016.

Respectfully submitted,

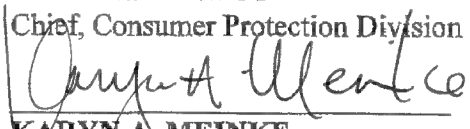
KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division



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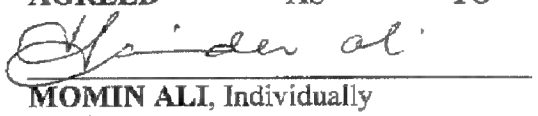
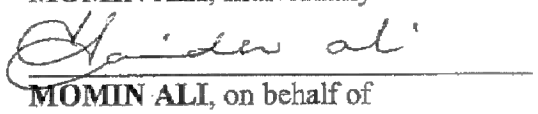
karyn.meinke@texasattorneygeneral.gov
Attorneys for the State of Texas

AGREED AS TO FORM AND SUBSTANCE:



MOMIN ALI, Individually



MOMIN ALI, on behalf of
Platinum Food Stores, Inc., d/b/a Platinum Food Mart

2016CI16419 -D150

NO. 2016-CI-16419

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	
	§	**150th JUDICIAL DISTRICT**
PLATINUM STORES, INC. D/B/A	§	
PLATINUM FOOD MART	§	
AND MOMIN ALI	§	
INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

On this date came on to be considered the Assurance of Voluntary Compliance in the above referenced cause, which is approved by all parties. Said Assurance of Voluntary Compliance is hereby APPROVED by the Court.

SIGNED this 4th day of October, 2016.

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

10/04/2016 VOL 4622 PG 3129

Case Number: 2016CI16419 Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

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STEVEN ROBINSON
SBN 24046738
Assistant Attorneys General
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Telephone: (210) 225-4191
Facsimile: (210) 225-1075
karyn.meinke@texasattorneygeneral.gov
Attorneys for the State of Texas

MOMIN ALI, Individually

MOMIN ALI, on behalf of
Platinum Stores, Inc., d/b/a Platinum Food Mart

DISTRICT COURT OF BEXAR COUNTY, TX

10/04/2016 VOL 4622 PG 3130

CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY McKINNEY, BEXAR COUNTY DISTRICT CLERK. CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS INDICATED BY THE VOLUME, PAGE AND COURT ON SAID DOCUMENT. WITNESSED MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:

October 04, 2016

DONNA KAY McKINNEY
BEXAR COUNTY, TEXAS

By: _____
RICHARD FLORES, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)

2016-CI-16420
166TH JUDICIAL DISTRICT COURT
STATE OF TEXAS VS LOTUS FOOD MART INC
DATE FILED: 09/22/2016

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	
	§	**_____ JUDICIAL DISTRICT**
LOTUS FOOD MART, INC. D/B/A	§	
THE RIGHT CHOICE FOOD MART # 9	§	
AND	§	
FATHEHALI HIRANI,	§	
INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

ASSURANCE OF VOLUNTARY COMPLIANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the STATE OF TEXAS ("State"), acting by and through its Attorney General, Ken Paxton, and Lotus Food Mart, Inc. d/b/a The Right Choice Food Mart #9 and Fathehali Hirani, Individually (hereinafter "Respondents"), and respectfully submit the following Assurance of Voluntary Compliance ("AVC") for the Court's approval and filing in accordance with the Deceptive Trade Practices –Consumer Protection Act ("DTPA"), section 17.58 of the Texas Business & Commerce Code.

FILED
DONNA KAY McKINNEY
DISTRICT CLERK
BEXAR COUNTY
16 SEP 22 AM 9:02
BY
DEPUTY

RESPONDENTS

1. Fathehali Hirani is an individual who resides in Texas and is the President of Lotus Food Mart, Inc., a Texas Corporation. Respondents operate a dollar store, The Right Choice Food Mart #9, located at 8011 Midcrown, San Antonio, Texas 78218.

NATURE OF ALLEGED VIOLATIONS

2. During the course of their investigation, the Consumer Protection Division ("CPD") uncovered evidence obtained from the San Antonio Police Department ("SAPD") indicating that The Right Choice Food Mart # 9, located at 8011 Midcrown, San Antonio, Texas 78218 was unlawfully selling contact lenses without requiring consumers to present a prescription

upon purchase. Such conduct, if proven, would violate Sections 17.46 (b)(2), (3), (5), (7), and (24) of the DTPA,[1] Section 353.101 of the Texas Contact Lens Prescription Act,[2] and Section 351.604 of the Texas Optometry Act.[3] Upon SAPD's discovery that Respondents were illegally selling contact lenses, Respondents voluntarily ceased selling contact lenses and have voluntarily agreed that they will continue to cease selling lenses. Respondents actively participated in the negotiations leading up to this AVC. Respondents are aware of the obligations this AVC places on them and are capable of carrying out those duties. Respondents agree entry of this AVC is in the public interest.

DEFINITIONS

3. The following definitions shall be used in construing this AVC:

   a. **"Respondents"** means Lotus Food Mart, Inc. d/b/a The Right Choice Food Mart # 9 and Fathehali Hirani, Individually, and each of their respective officers, agents, servants, employees, business entities, and any other persons in active concert or participation with Lotus Food Mart, Inc. d/b/a The Right Choice Food Mart # 9 and Fathehali Hirani, Individually.

   b. **"Contact Lenses"** means lenses which provide vision correction or lenses which are used for cosmetic or novelty purposes.

---

[1] § 17.46(b)(2): "causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

§ 17.46(b)(3): "causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;"

§ 17.46(b)(5): "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;"

§ 17.46(b)(7): "representing that goods or services are of a particular standard, quality, or grade…if they are of another;" and

§ 17.46(b)(24): "failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed."

[2] Section 353.101 of the Texas Contact Lens Prescription Act provides that a person, other than the prescribing physician, optometrist or therapeutic optometrist, may *not* fill a contact lens prescription or sell or dispense contact lenses to a consumer in Texas *unless* the person receives a prescription *or* verifies by direct communication a contact lens prescription to be filled.

[3] The Texas Optometry Act also makes it a violation of the DTPA for a person to dispense a contact lens without having a valid prescription.

TERMS OF COMPLIANCE

4. Respondents hereby agree and voluntarily assure the Attorney General of Texas effective the day of the entry of this AVC, Respondents shall continue to refrain from selling, advertising, offering for sale, dispensing, or holding for consignment any type of contact lenses.

NOTICE

5. The State of Texas and Respondents acknowledge, as set forth in Tex. Bus. & Com. Code §17.58(c), that unless this AVC has been rescinded by agreement of the parties or voided by the Court for good cause, the subsequent failure to comply with the terms of this AVC is prima facie evidence of a violation of the DTPA in any action by the State of Texas acting by and through the Office of the Attorney General. Respondents do not waive and hereby expressly reserve all defenses to any claim that they have failed to comply with the terms of this AVC. Further, it is agreed and understood that this AVC shall not in any way affect the individual rights of action of any consumer. The State's agreement to this AVC does not constitute an approval by the State of any practices of Respondents and Respondents will not represent that this AVC constitutes approval by the Office of the Attorney General or the Court of any of Respondents' practices. Respondents' signature on this AVC does not constitute an admission of wrongdoing or an admission of a violation of any applicable legal provisions. This AVC is being signed in order to avoid protracted litigation and to resolve all claims and contentions asserted in connection with this proceeding.

MONETARY PROVISIONS

6. Respondents further agree that they will pay the sum of SEVEN HUNDRED AND FIFTY DOLLARS ($750) to the State of Texas for civil penalties and SEVEN HUNDRED AND

FIFTY DOLLARS ($750) to the State of Texas for the State's reasonable attorneys' fees and investigative costs for a total of FIFTEEN HUNDRED DOLLARS ($1,500).[4]

7. Respondents shall make such payment by certified check or wire transfer, payable to the "Office of the Texas Attorney General," bearing the reference AG# CX3719729984, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, MC-003, P.O. Box 12548, Austin, TX 78711-2548. State acknowledges payment has been made by Respondents upon the entry of this AVC.

REFUNDS TO CONSUMERS

8. Respondents hereby agree to and shall provide full refunds to consumers who purchased contact lenses from Respondents upon the consumer returning the contact lenses (in an unopened box) to Respondent's store within 90 days of the entry of this AVC. Upon the return of the lenses, Respondents shall immediately destroy them.

COOPERATION PROVISIONS

9. Respondents hereby agree and voluntarily assure the Office of the Attorney General of Texas that effective the day of entry of this AVC, Respondents and any of their officers, agents, servants, employees, business entities shall cooperate fully with CPD in investigating and prosecuting individuals and/or entities which distribute, sell, provide, or otherwise unlawfully introduce into commerce contact lenses.

[4] Section 17.47 of the DTPA authorizes the OAG to obtain injunctive relief and civil penalties. Section 402.006(c) of the Texas Government Code authorizes an award of attorney's fees.

10. Respondents shall make available, upon fourteen (14) days written notice, current officers, directors or employees to appear for depositions, hearings or other proceedings, without the service of a subpoena, as requested by the State.

11. Respondents shall respond within fourteen (14) business days to reasonable written inquiries from the State.

12. Respondents shall make available for review and provide documents, records and other tangible evidence reasonably requested by the State.

13. Respondents shall provide truthful declarations, affidavits, certifications and other written testimony that may be reasonably requested by the State.

14. Nothing in this agreement would preclude Respondents from requesting additional time in which to respond or preclude the State from agreeing to such an extension.

GENERAL PROVISIONS

15. In consideration of the terms of this AVC, the Office of the Attorney General releases Respondents from all claims, complaints, demands, suits, actions, or causes of action resulting from acts or omissions which were the subject of the DTPA investigation as alleged in Paragraph 2, above, which occurred on or before the date of the execution of this AVC. This release does not and is not intended, however, to constitute a waiver of the right of the State of Texas to seek enforcement in a court of competent jurisdiction of Respondents' compliance with the terms contained in this AVC.

16. It is further agreed and understood that Respondents intend to and shall cooperate in securing and obtaining compliance with the terms of this AVC and that this AVC will be filed and placed in the public record, in compliance with Tex. Bus. & Com. Code § 17.58(a), with all costs of filing assessed against Respondents.

EXECUTED effective as of the 22nd day of ~~August~~ September, 2016.

Respectfully submitted,

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

KARYN A. MEINKE
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SBN 24046738
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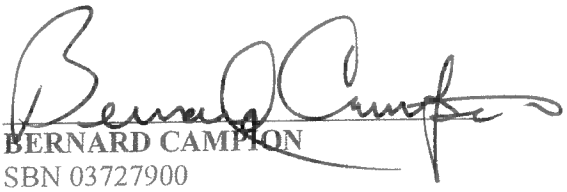
Karyn.meinke@texasattorneygeneral.gov
Attorneys for the State of Texas

AGREED AS TO FORM AND SUBSTANCE:



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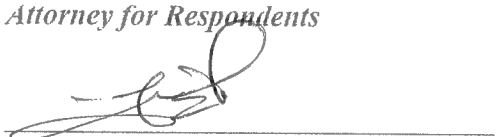
Attorney for Respondents



FATHEHALI HIRANI, Individually

FATHEHALI HIRANI, on behalf of
Lotus Food Mart, Inc. d/b/a The Right Choice Food Mart #9

2016CI16420 -D166

NO. 2016-CI-16420

IN RE:	§	IN THE DISTRICT COURT
STATE OF TEXAS	§	
	§	
AND	§	
	§	166th JUDICIAL DISTRICT
LOTUS FOOD MART, INC., D/B/A	§	
THE RIGHT CHOICE FOOD MART #9	§	
AND	§	
FATHEHALI HIRANI,	§	
INDIVIDUALLY	§	BEXAR COUNTY, TEXAS

DISTRICT COURT OF BEXAR COUNTY, TX

ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

On this date came on to be considered the Assurance of Voluntary Compliance in the above referenced cause, which is approved by all parties. Said Assurance of Voluntary Compliance is hereby APPROVED by the Court.

SIGNED this 22nd day of September, 2016.

SEP 22 2016

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

09/22/2016 VOL 4623 PG 150

DOCUMENT SCANNED AS FILED

Case Number: 2016CI16420 Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

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SBN 24032859
STEVEN ROBINSON
SBN 24046738
Assistant Attorneys General
Consumer Protection Division
115 E. Travis St., Suite 925
San Antonio, Texas 78205
Telephone: (210) 225-4191
Facsimile: (210) 225-1075
Attorney for the State of Texas

BERNARD CAMPION
SBN 03727900
222 E. Main Plaza
San Antonio, Texas 78205
Tel: 210-227-5161
Fax: 210-229-1243
bcampion@campionlawfirm.com
Attorney for Respondents

FATHEHALI HIRANI, Individually

FATHEHALI HIRANI, on behalf of
Lotus Food Mart, Inc., d/b/a The Right Choice
Food Mart #9

DISTRICT COURT OF BEXAR COUNTY, TX

09/22/2016 VOL 4623 PG 1551

Case Number: 2016CI16420 Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY McKINNEY, BEXAR COUNTY DISTRICT CLERK. CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS INDICATED BY THE VOLUME, PAGE AND COURT ON SAID DOCUMENT. WITNESSED MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:

September 22, 2016

DONNA KAY McKINNEY
BEXAR COUNTY, TEXAS

By: _____
CINDY GARCIA, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)

2016-CI-16422

225TH JUDICIAL DISTRICT COURT

STATE OF TEXAS VS SA SHOPPERS MART INC

DATE FILED: 09/22/2016

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	
	§	**_____ JUDICIAL DISTRICT**
SA SHOPPERS MART, INC. D/B/A	§	
SHOPPERS MART, AND	§	
SALIM MERCHANT,	§	
INDIVIDALLY	§	**BEXAR COUNTY, TEXAS**

ASSURANCE OF VOLUNTARY COMPLIANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the STATE OF TEXAS ("State"), acting by and through its Attorney General, Ken Paxton, and SA Shoppers Mart, Inc. d/b/a Shoppers Mart and Salim Merchant, Individually (hereinafter "Respondents"), and respectfully submit the following Assurance of Voluntary Compliance ("AVC") for the Court's approval and filing in accordance with the Deceptive Trade Practices –Consumer Protection Act ("DTPA"), section 17.58 of the Texas Business & Commerce Code.

FILED
DONNA KAY McKINNEY
DISTRICT CLERK
BEXAR COUNTY
2016 SEP 22 AM 9:08
BY
DEPUTY

RESPONDENTS

1. Salim Merchant is an individual who resides in Texas and is the President of SA Shoppers Mart, Inc., a Texas Corporation. SA Shoppers Mart, Inc. d/b/a Shoppers Mart is a convenience store located at 13327 Nacogdoches Road, Suite 7, San Antonio, Texas 78217.

NATURE OF ALLEGED VIOLATIONS

2. During the course of their investigation, the Consumer Protection Division ("CPD") uncovered evidence obtained from the San Antonio Police Department ("SAPD") indicating that Shoppers Mart, located at 13327 Nacogdoches Road, Suite 7, San Antonio, Texas 78217 was unlawfully selling contact lenses without requiring consumers to present a prescription

upon purchase. Such conduct, if proven, would violate Sections 17.46 (b)(2), (3), (5), (7), and (24) of the DTPA,[1] Section 353.101 of the Texas Contact Lens Prescription Act,[2] and Section 351.604 of the Texas Optometry Act.[3] Upon SAPD's discovery that Respondents were illegally selling contact lenses, Respondents voluntarily ceased selling contact lenses and have voluntarily agreed that they will continue to cease selling lenses. Respondents actively participated in the negotiations leading up to this AVC. Respondents are aware of the obligations this AVC places on them and are capable of carrying out those duties. Respondents agree entry of this AVC is in the public interest.

DEFINITIONS

3. The following definitions shall be used in construing this AVC:

   a. **"Respondents"** means SA Shoppers Mart, Inc. d/b/a Shoppers Mart and Salim Merchant, Individually, and each of their respective officers, agents, servants, employees, business entities, and any other persons in active concert or participation with SA Shoppers Mart, Inc. d/b/a Shoppers Mart or Salim Merchant, Individually.

   b. **"Contact Lenses"** means lenses which provide vision correction or lenses which are used for cosmetic or novelty purposes.

---

[1] § 17.46(b)(2): "causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

§ 17.46(b)(3): "causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;"

§ 17.46(b)(5): "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;"

§ 17.46(b)(7): "representing that goods or services are of a particular standard, quality, or grade…if they are of another;" and

§ 17.46(b)(24): "failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed."

[2] Section 353.101 of the Texas Contact Lens Prescription Act provides that a person, other than the prescribing physician, optometrist or therapeutic optometrist, may *not* fill a contact lens prescription or sell or dispense contact lenses to a consumer in Texas *unless* the person receives a prescription *or* verifies by direct communication a contact lens prescription to be filled.

[3] The Texas Optometry Act also makes it a violation of the DTPA for a person to dispense a contact lens without having a valid prescription.

TERMS OF COMPLIANCE

4. Respondents hereby agree and voluntarily assure the Attorney General of Texas effective the day of the entry of this AVC, Respondents shall continue to refrain from selling, advertising, offering for sale, dispensing, or holding for consignment any type of contact lenses.

NOTICE

5. The State of Texas and Respondents acknowledge, as set forth in Tex. Bus. & Com. Code §17.58(c), that unless this AVC has been rescinded by agreement of the parties or voided by the Court for good cause, the subsequent failure to comply with the terms of this AVC is prima facie evidence of a violation of the DTPA in any action by the State of Texas acting by and through the Office of the Attorney General. Respondents do not waive and hereby expressly reserve all defenses to any claim that they have failed to comply with the terms of this AVC. Further, it is agreed and understood that this AVC shall not in any way affect the individual rights of action of any consumer. The State's agreement to this AVC does not constitute an approval by the State of any practices of Respondents, and Respondents will not represent that this AVC constitutes approval by the Office of the Attorney General or the Court of any of Respondents' practices. Respondents' signature on this AVC does not constitute an admission of wrongdoing or an admission of a violation of any applicable legal provisions. This AVC is being signed in order to avoid protracted litigation and to resolve all claims and contentions asserted in connection with this proceeding.

MONETARY PROVISIONS

6. Respondents further agree that they will pay the sum of SIX HUNDRED AND TWENTY FIVE DOLLARS ($625) to the State of Texas for civil penalties and SIX HUNDRED AND TWENTY FIVE DOLLARS ($625) to the State of Texas for the State's reasonable

attorneys' fees and investigative costs for a total of TWELVE HUNDRED AND FIFTY DOLLARS ($1,250).[4]

7. Respondents shall make such payment by certified check or wire transfer, payable to the "Office of the Texas Attorney General," bearing the reference AG# CX0000144082, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, MC-003, P.O. Box 12548, Austin, TX 78711-2548. State acknowledges payment has been made by Respondents upon the entry of this AVC.

REFUNDS TO CONSUMERS

8. Respondents hereby agree to and shall provide full refunds to consumers who purchased contact lenses from Respondents upon the consumer returning the contact lenses (in an unopened box) to Respondent's store within 90 days of the entry of this AVC. Upon the return of the lenses, Respondents shall immediately destroy them.

COOPERATION PROVISIONS

9. Respondents hereby agree and voluntarily assure the Office of the Attorney General of Texas that effective the day of entry of this AVC, Respondents and any of their officers, agents, servants, employees, business entities shall cooperate fully with CPD in investigating and prosecuting individuals and/or entities which distribute, sell, provide, or otherwise unlawfully introduce into commerce contact lenses.

10. Respondents shall make available, upon fourteen (14) days written notice, current officers, directors or employees to appear for depositions, hearings or other proceedings, without the service of a subpoena, as requested by the State.

---

[4] Section 17.47 of the DTPA authorizes the OAG to obtain injunctive relief and civil penalties. Section 402.006(c) of the Texas Government Code authorizes an award of attorney's fees.

11. Respondents shall respond within fourteen (14) business days to reasonable written inquiries from the State.

12. Respondents shall make available for review and provide documents, records and other tangible evidence reasonably requested by the State.

13. Respondents shall provide truthful declarations, affidavits, certifications and other written testimony that may be reasonably requested by the State.

14. Nothing in this agreement would preclude Respondents from requesting additional time in which to respond or preclude the State from agreeing to such an extension.

GENERAL PROVISIONS

15. In consideration of the terms of this AVC, the Office of the Attorney General releases Respondents from all claims, complaints, demands, suits, actions, or causes of action resulting from acts or omissions which were the subject of the DTPA investigation as alleged in Paragraph 2, above, which occurred on or before the date of the execution of this AVC. This release does not and is not intended, however, to constitute a waiver of the right of the State of Texas to seek enforcement in a court of competent jurisdiction of Respondents' compliance with the terms contained in this AVC.

16. It is further agreed and understood that Respondents intend to and shall cooperate in securing and obtaining compliance with the terms of this AVC, and that this AVC will be filed and placed in the public record, in compliance with Tex. Bus. & Com. Code §17.58(a), with all costs of filing assessed against Respondents.

EXECUTED effective as of the 22nd day of ~~August,~~ September 2016.

Respectfully submitted,

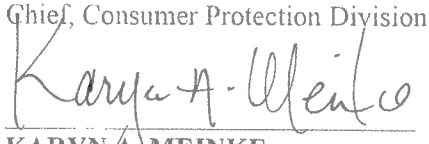
KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division



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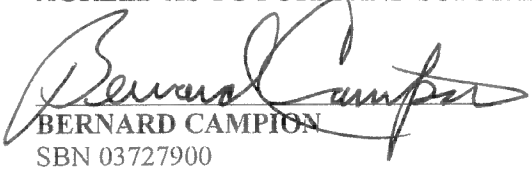
karyn.meinke@texasattorneygeneral.gov
Attorneys for the State of Texas

AGREED AS TO FORM AND SUBSTANCE:



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bcampion@campionlawfirm.com
Attorney for Respondents

SALIM MERCHANT, Individually

SALIM MERCHANT, on behalf of
SA Shoppers Mart, Inc. d/b/a Shoppers Mart

2016CI16422 -D225

NO. 2016-CI-16422

IN RE: STATE OF TEXAS	§ §	IN THE DISTRICT COURT
AND	§ §	225th JUDICIAL DISTRICT
SA SHOPPERS MART, INC., D/B/A SHOPPERS MART, AND SALIM MERCHANT, INDIVIDUALLY	§ § § §	BEXAR COUNTY, TEXAS

DISTRICT COURT OF BEXAR COUNTY, TX

ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

On this date came on to be considered the Assurance of Voluntary Compliance in the above referenced cause, which is approved by all parties. Said Assurance of Voluntary Compliance is hereby APPROVED by the Court.

SIGNED this 22nd day of September, 2016.

SEP 22 2016

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

09/22/2016 VOL 4623 PG 1558

DOCUMENT SCANNED AS FILED

Case Number: 2016CI16422 Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

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bcampion@campionlawfirm.com
Attorney for Respondents

SALIM MERCHANT, Individually

SALIM MERCHANT, on behalf of
SA Shoppers Mart, Inc. d/b/a Shoppers Mart

DISTRICT COURT OF BEXAR COUNTY TX

09/22/2016 VOL 4623 PG 1557

CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY McKINNEY, BEXAR COUNTY DISTRICT CLERK, CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS INDICATED BY THE VOLUME, PAGE AND COURT ON SAID DOCUMENT. WITNESSED MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:

September 22, 2016

DONNA KAY McKINNEY
BEXAR COUNTY, TEXAS

By: _____
DANIELLE VALDEZ, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)

2016-CI-16423
285TH JUDICIAL DISTRICT COURT
STATE OF TEXAS VS AMR FOODS INC
DATE FILED: 09/22/2016

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	**_____ JUDICIAL DISTRICT**
	§	
AMR FOODS, INC. D/B/A	§	
STOP N GET AND	§	
SHIREEN TEJANI,	§	
INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

ASSURANCE OF VOLUNTARY COMPLIANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the STATE OF TEXAS ("State"), acting by and through its Attorney General, Ken Paxton, and AMR Foods, Inc. d/b/a Stop N Get, and Shireen Tejani, Individually (hereinafter "Respondents"), and respectfully submit the following Assurance of Voluntary Compliance ("AVC") for the Court's approval and filing in accordance with the Deceptive Trade Practices –Consumer Protection Act ("DTPA"), section 17.58 of the Texas Business & Commerce Code.

FILED
DONNA KAY McKINNEY
DISTRICT CLERK
BEXAR COUNTY
16 SEP 22 AM 9:05
BY DEPUTY

RESPONDENTS

1. Shireen Tejani is an individual who resides in Texas and is the President of AMR Foods, Inc., a Texas Corporation. AMR Foods, Inc. d/b/a Stop N Get is a convenience store located at 2908 S. New Braunfels, San Antonio, Texas 78210.

NATURE OF ALLEGED VIOLATIONS

2. During the course of their investigation, the Consumer Protection Division ("CPD") uncovered evidence obtained from the San Antonio Police Department ("SAPD") indicating that Stop N Get, located at 2908 S. New Braunfels, San Antonio, Texas 78210 was unlawfully selling contact lenses without requiring consumers to present a prescription upon

purchase. Such conduct, if proven, would violate Sections 17.46 (b)(2), (3), (5), (7), and (24) of the DTPA,[1] Section 353.101 of the Texas Contact Lens Prescription Act,[2] and Section 351.604 of the Texas Optometry Act.[3] Upon SAPD's discovery that Respondents were illegally selling contact lenses, Respondents voluntarily ceased selling contact lenses and have voluntarily agreed that they will continue to cease selling lenses. Respondents actively participated in the negotiations leading up to this AVC. Respondents are aware of the obligations this AVC places on them and are capable of carrying out those duties. Respondents agree entry of this AVC is in the public interest.

DEFINITIONS

3. The following definitions shall be used in construing this AVC:

   a. **"Respondents"** means AMR Foods, Inc. d/b/a Stop N Get, and Shireen Tejani, Individually, and each of their respective officers, agents, servants, employees, business entities, and any other persons in active concert or participation with AMR Foods, Inc. d/b/a Stop N Get, and Shireen Tejani, Individually.

   b. **"Contact Lenses"** means lenses which provide vision correction or lenses which are used for cosmetic or novelty purposes.

---

[1] § 17.46(b)(2): "causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

§ 17.46(b)(3): "causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;"

§ 17.46(b)(5): "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;"

§ 17.46(b)(7): "representing that goods or services are of a particular standard, quality, or grade…if they are of another;" and

§ 17.46(b)(24): "failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed."

[2] Section 353.101 of the Texas Contact Lens Prescription Act provides that a person, other than the prescribing physician, optometrist or therapeutic optometrist, may *not* fill a contact lens prescription or sell or dispense contact lenses to a consumer in Texas *unless* the person receives a prescription *or* verifies by direct communication a contact lens prescription to be filled.

[3] The Texas Optometry Act also makes it a violation of the DTPA for a person to dispense a contact lens without having a valid prescription.

TERMS OF COMPLIANCE

4. Respondents hereby agree and voluntarily assure the Attorney General of Texas effective the day of the entry of this AVC, Respondents shall continue to refrain from selling, advertising, offering for sale, dispensing, or holding for consignment any type of contact lenses.

NOTICE

5. The State of Texas and Respondents acknowledge, as set forth in Tex. Bus. & Com. Code §17.58(c), that unless this AVC has been rescinded by agreement of the parties or voided by the Court for good cause, the subsequent failure to comply with the terms of this AVC is prima facie evidence of a violation of the DTPA in any action by the State of Texas acting by and through the Office of the Attorney General. Respondents do not waive and hereby expressly reserve all defenses to any claim that they have failed to comply with the terms of this AVC. Further, it is agreed and understood that this AVC shall not in any way affect the individual rights of action of any consumer. The State's agreement to this AVC does not constitute an approval by the State of any practices of Respondents, and Respondents will not represent that this AVC constitutes approval by the Office of the Attorney General or the Court of any of Respondents' practices. Respondents' signature on this AVC does not constitute an admission of wrongdoing or an admission of a violation of any applicable legal provisions. This AVC is being signed in order to avoid protracted litigation and to resolve all claims and contentions asserted in connection with this proceeding.

MONETARY PROVISIONS

6. Respondents further agree that they will pay the sum of FIVE HUNDRED FIFTY DOLLARS ($550) to the State of Texas for civil penalties and FIVE HUNDRED FIFTY DOLLARS ($550) to the State of Texas for the State's reasonable attorneys' fees and investigative

costs for a total of ELEVEN HUNDRED DOLLARS ($1,100). Respondents shall make monthly payments of $91.67 to the State of Texas until the total amount of ELEVEN HUNDRED DOLLARS ($1,100) has been paid. Such payments shall be due on the 15th of each month beginning August 15, 2016 with the last payment begin made on or before July 15, 2017.[4]

7. Respondents shall make such payment by certified check or wire transfer, payable to the "Office of the Texas Attorney General," bearing the reference AG# CX8408453672, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, MC-003, P.O. Box 12548, Austin, TX 78711-2548.

REFUNDS TO CONSUMERS

8. Respondents hereby agree to and shall provide full refunds to consumers who purchased contact lenses from Respondents upon the consumer returning the contact lenses (in an unopened box) to Respondent's store within 90 days of the entry of this AVC. Upon the return of the lenses, Respondents shall immediately destroy them

COOPERATION PROVISIONS

9. Respondents hereby agree and voluntarily assure the Office of the Attorney General of Texas that effective the day of entry of this AVC, Respondents and any of their officers, agents, servants, employees, business entities shall cooperate fully with CPD in investigating and prosecuting individuals and/or entities which distribute, sell, provide, or otherwise unlawfully introduce into commerce contact lenses.

10. Respondents shall make available, upon fourteen (14) days written notice, current officers, directors or employees to appear for depositions, hearings or other proceedings, without the service of a subpoena, as requested by the State.

---

[4] Section 17.47 of the DTPA authorizes the OAG to obtain injunctive relief and civil penalties. Section 402.006(c) of the Texas Government Code authorizes an award of attorney's fees.

11. Respondents shall respond within fourteen (14) business days to reasonable written inquiries from the State.

12. Respondents shall make available for review and provide documents, records and other tangible evidence reasonably requested by the State.

13. Respondents shall provide truthful declarations, affidavits, certifications and other written testimony that may be reasonably requested by the State.

14. Nothing in this agreement would preclude Respondents from requesting additional time in which to respond or preclude the State from agreeing to such an extension.

GENERAL PROVISIONS

15. In consideration of the terms of this AVC, the Office of the Attorney General releases Respondents from all claims, complaints, demands, suits, actions, or causes of action resulting from acts or omissions which were the subject of the DTPA investigation as alleged in Paragraph 2, above, which occurred on or before the date of the execution of this AVC. This release does not and is not intended, however, to constitute a waiver of the right of the State of Texas to seek enforcement in a court of competent jurisdiction of Respondents' compliance with the terms contained in this AVC.

16. It is further agreed and understood that Respondents intend to and shall cooperate in securing and obtaining compliance with the terms of this AVC, and that this AVC will be filed and placed in the public record, in compliance with Tex. Bus. & Com. Code §17.58(a), with all costs of filing assessed against Respondents.

EXECUTED effective as of the 22nd day of ~~August~~ September, 2016.

Respectfully submitted,

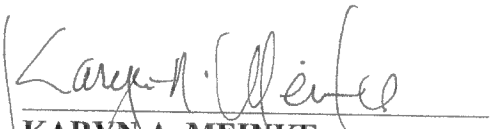
KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division



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Attorneys for the State of Texas

AGREED AS TO FORM AND SUBSTANCE:

SHIREEN TEJANI, Individually

SHIREEN TEJANI, on behalf of
AMR Foods, Inc. d/b/a Stop N Get

2016CI16423 -D285

NO. 2016-CI-16423

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	
	§	285th **JUDICIAL DISTRICT**
AMR FOODS, INC. D/B/A	§	
STOP N GET AND	§	
SHIREEN TEJANI,	§	
INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

DISTRICT COURT OF BEXAR COUNTY, TX

ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

On this date came on to be considered the Assurance of Voluntary Compliance in the above referenced cause, which is approved by all parties. Said Assurance of Voluntary Compliance is hereby APPROVED by the Court.

SIGNED this 22nd day of September, 2016.

SEP 22 2016

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

09/22/2016 VOL 4623 PG 1558

Case Number: 2016CI16423 Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

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STEVEN ROBINSON
SBN 24046738
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karyn.meinke@texasattorneygeneral.gov
Attorneys for the State of Texas

SHIREEN TEJANI, Individually

SHIREEN TEJANI, on behalf of
AMR Foods, Inc. d/b/a Stop N Get

DISTRICT COURT OF BEXAR COUNTY, TX

08/22/2016 VOL 4625 PG 1558

DOCUMENT
SCANNED
AS FILED

Case Number: 2016CI16423 Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY McKINNEY, BEXAR COUNTY DISTRICT CLERK, CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS INDICATED BY THE VOLUME, PAGE AND COURT ON SAID DOCUMENT. WITNESSED MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:

September 22, 2016

DONNA KAY McKINNEY
BEXAR COUNTY, TEXAS

By: Danielle Valdez
DANIELLE VALDEZ, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)

NO. 2016-CI-16424

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	**288th JUDICIAL DISTRICT**
	§	
AAAP INVESTMENT, LLC d/b/a	§	
SUPER STOP	§	
AND AMOL POUDYAL,	§	
INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

ASSURANCE OF VOLUNTARY COMPLIANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the STATE OF TEXAS ("State"), acting by and through its Attorney General, Ken Paxton, and AAAP Investment, LLC d/b/a Super Stop and Amol Poudyal, Individually (hereinafter "Respondents"), and respectfully submit the following Assurance of Voluntary Compliance ("AVC") for the Court's approval and filing in accordance with the Deceptive Trade Practices –Consumer Protection Act ("DTPA"), section 17.58 of the Texas Business & Commerce Code.

FILED
DONNA KAY McKINNEY
DISTRICT CLERK
BEXAR COUNTY
16 OCT 13 AM 11:28
DEPUTY
BY

RESPONDENTS

1. Amol Poudyal is an individual who resides in Texas and is the President of AAAP Investment, LLC, a Texas Corporation. AAAP Investment, LLC d/b/a Super Stop is a convenience store located at 2217 San Pedro Ave., San Antonio, Texas 78212.

NATURE OF ALLEGED VIOLATIONS

2. During the course of their investigation, the Consumer Protection Division ("CPD") uncovered evidence obtained from the San Antonio Police Department ("SAPD") indicating that Super Stop, located at 2217 San Pedro Ave., San Antonio, Texas 78212 was unlawfully selling contact lenses without requiring consumers to present a prescription upon

purchase. Such conduct, if proven, would violate Sections 17.46 (b)(2), (3), (5), (7), and (24) of the DTPA,[1] Section 353.101 of the Texas Contact Lens Prescription Act,[2] and Section 351.604 of the Texas Optometry Act.[3] Upon SAPD's discovery that Respondents were illegally selling contact lenses, Respondents voluntarily ceased selling contact lenses and have voluntarily agreed that they will continue to cease selling lenses. Respondents actively participated in the negotiations leading up to this AVC. Respondents are aware of the obligations this AVC places on them and are capable of carrying out those duties. Respondents agree entry of this AVC is in the public interest.

DEFINITIONS

3. The following definitions shall be used in construing this AVC:

   a. **"Respondents"** means AAAP Investment, LLC d/b/a Super Stop and Amol Poudyal, Individually, and each of their respective officers, agents, servants, employees, business entities, and any other persons in active concert or participation with AAAP Investment, LLC d/b/a Super Stop and Amol Poudyal, Individually.

   b. **"Contact Lenses"** means lenses which provide vision correction or lenses which are used for cosmetic or novelty purposes.

---

[1] § 17.46(b)(2): "causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

§ 17.46(b)(3): "causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;"

§ 17.46(b)(5): "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;"

§ 17.46(b)(7): "representing that goods or services are of a particular standard, quality, or grade…if they are of another;" and

§ 17.46(b)(24): "failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed."

[2] Section 353.101 of the Texas Contact Lens Prescription Act provides that a person, other than the prescribing physician, optometrist or therapeutic optometrist, may *not* fill a contact lens prescription or sell or dispense contact lenses to a consumer in Texas *unless* the person receives a prescription *or* verifies by direct communication a contact lens prescription to be filled.

[3] The Texas Optometry Act also makes it a violation of the DTPA for a person to dispense a contact lens without having a valid prescription.

TERMS OF COMPLIANCE

4. Respondents hereby agree and voluntarily assure the Attorney General of Texas effective the day of the entry of this AVC, Respondents shall continue to refrain from selling, advertising, offering for sale, dispensing, or holding for consignment any type of contact lenses.

NOTICE

5. The State of Texas and Respondents acknowledge, as set forth in Tex. Bus. & Com. Code §17.58(c), that unless this AVC has been rescinded by agreement of the parties or voided by the Court for good cause, the subsequent failure to comply with the terms of this AVC is prima facie evidence of a violation of the DTPA in any action by the State of Texas acting by and through the Office of the Attorney General. Respondents do not waive and hereby expressly reserve all defenses to any claim that they have failed to comply with the terms of this AVC. Further, it is agreed and understood that this AVC shall not in any way affect the individual rights of action of any consumer. The State's agreement to this AVC does not constitute an approval by the State of any practices of Respondents, and Respondents will not represent that this AVC constitutes approval by the Office of the Attorney General or the Court of any of Respondents' practices. Respondents' signature on this AVC does not constitute an admission of wrongdoing or an admission of a violation of any applicable legal provisions. This AVC is being signed in order to avoid protracted litigation and to resolve all claims and contentions asserted in connection with this proceeding.

MONETARY PROVISIONS

6. Respondents further agree that they will pay the sum of FIVE HUNDRED FIFTY DOLLARS ($550) to the State of Texas for civil penalties and FIVE HUNDRED FIFTY DOLLARS ($550) to the State of Texas for the State's reasonable attorneys' fees and investigative

costs for a total of ELEVEN HUNDRED DOLLARS ($1,100.00). Respondents shall make 11 monthly payments of $91.66 to the State of Texas and one final payment of $91.74 until the total amount of $1,100.00 has been paid. Such payments shall be due on the 15th of each month beginning August 15, 2016 with the last payment begin made on or before July 15, 2017.[4]

7. Respondents shall make such payment by certified check or wire transfer, payable to the "Office of the Texas Attorney General," bearing the reference AG# CX9003642606, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, MC-003, P.O. Box 12548, Austin, TX 78711-2548.

REFUNDS TO CONSUMERS

8. Respondents hereby agree to and shall provide full refunds to consumers who purchased contact lenses from Respondents upon the consumer returning the contact lenses (in an unopened box) to Respondent's store within 90 days of the entry of this AVC. Upon the return of the lenses, Respondents shall immediately destroy them.

COOPERATION PROVISIONS

9. Respondents hereby agree and voluntarily assure the Office of the Attorney General of Texas that effective the day of entry of this AVC, Respondents and any of their officers, agents, servants, employees, business entities shall cooperate fully with CPD in investigating and prosecuting individuals and/or entities which distribute, sell, provide, or otherwise unlawfully introduce into commerce contact lenses.

[4] Section 17.47 of the DTPA authorizes the OAG to obtain injunctive relief and civil penalties. Section 402.006(c) of the Texas Government Code authorizes an award of attorney`s fees.

10. Respondents shall make available, upon fourteen (14) days written notice, current officers, directors or employees to appear for depositions, hearings or other proceedings, without the service of a subpoena, as requested by the State.

11. Respondents shall respond within fourteen (14) business days to reasonable written inquiries from the State.

12. Respondents shall make available for review and provide documents, records and other tangible evidence reasonably requested by the State.

13. Respondents shall provide truthful declarations, affidavits, certifications and other written testimony that may be reasonably requested by the State.

14. Nothing in this agreement would preclude Respondents from requesting additional time in which to respond or preclude the State from agreeing to such an extension.

GENERAL PROVISIONS

15. In consideration of the terms of this AVC, the Office of the Attorney General releases Respondents from all claims, complaints, demands, suits, actions, or causes of action resulting from acts or omissions which were the subject of the DTPA investigation as alleged in Paragraph 2, above, which occurred on or before the date of the execution of this AVC. This release does not and is not intended, however, to constitute a waiver of the right of the State of Texas to seek enforcement in a court of competent jurisdiction of Respondents' compliance with the terms contained in this AVC.

16. It is further agreed and understood that Respondents intend to and shall cooperate in securing and obtaining compliance with the terms of this AVC, and that this AVC will be filed and placed in the public record, in compliance with Tex. Bus. & Com. Code §17.58(a), with all costs of filing assessed against Respondents.

EXECUTED effective as of the 30th day of ~~August,~~ September 2016.

Respectfully submitted,

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

KARYN A. MEINKE
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Fax (210) 225-1075
karyn.meinke@texasattorneygeneral.gov
Attorneys for the State of Texas

AGREED AS TO FORM AND SUBSTANCE:

AMOL POUDYAL, Individually

AMOL POUDYAL, on behalf of AAAP Investment, LLC d/b/a Super Stop

2016CI16424 -D288

NO. 2016-CI-16424

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	
	§	**288th JUDICIAL DISTRICT**
AAAP INVESTMENT, LLC D/B/A	§	
SUPER STOP	§	
AND AMOL POUDYAL,	§	
INDIVIDUALLY	§	**BEXAR COUNTY, TEXAS**

DISTRICT COURT OF BEXAR COUNTY, TX

ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

On this date came on to be considered the Assurance of Voluntary Compliance in the above referenced cause, which is approved by all parties. Said Assurance of Voluntary Compliance is hereby APPROVED by the Court.

SIGNED this 4th day of October, 2016.

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

10/04/2016 VOL 4622 PG 3115

Case Number: 2016CI16424 Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

KARYN A. MEINKE
SBN 24032859
STEVEN ROBINSON
SBN 24046738
Assistant Attorneys General
Consumer Protection Division
115 E. Travis St., Suite 925
San Antonio, Texas 78205
Telephone: (210) 225-4191
Facsimile: (210) 225-1075
karyn.meinke@texasattorneygeneral.gov

Attorneys for the State of Texas

AMOL POUDYAL, Individually

AMOL POUDYAL, on behalf of
AAAP Investment, LLC d/b/a Super Stop

DISTRICT COURT OF BEXAR COUNTY, TX

10/04/2016 VOL 4622 PG 3136

CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY McKINNEY, BEXAR COUNTY DISTRICT CLERK. CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS INDICATED BY THE VOLUME, PAGE AND COURT ON SAID DOCUMENT. WITNESSED MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:

October 04, 2016

DONNA KAY McKINNEY
BEXAR COUNTY, TEXAS

By: _____
RICHARD FLORES, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)

NO. 2016-CI-16425

IN RE: STATE OF TEXAS	§ §	IN THE DISTRICT COURT
AND	§ §	407TH JUDICIAL DISTRICT
MOSTAFA ABAZA, INDIVIDUALLY D/B/A TEXAS SUN CONVENIENCE STORE	§ § §	BEXAR COUNTY, TEXAS

ASSURANCE OF VOLUNTARY COMPLIANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the STATE OF TEXAS ("State"), acting by and through its Attorney General, Ken Paxton, and Mostafa Abaza, Individually d/b/a Texas Sun Convenience Store (hereinafter "Respondent"), and respectfully submit the following Assurance of Voluntary Compliance ("AVC") for the Court's approval and filing in accordance with the Deceptive Trade Practices –Consumer Protection Act ("DTPA"), Section 17.58 of the Texas Business & Commerce Code.

RESPONDENT

1. Mostafa Abaza is an individual who resides in Texas and is the owner of Texas Sun Convenience Store. Texas Sun Convenience Store is a convenience store located at 3263 Roosevelt, San Antonio, Texas 78214.

FILED
DONNA KAY McKINNEY
DISTRICT CLERK
BEXAR COUNTY
2016 OCT -3 AM 11:29
BY
DEPUTY

NATURE OF ALLEGED VIOLATIONS

2. During the course of their investigation, the Consumer Protection Division ("CPD") uncovered evidence obtained from the San Antonio Police Department ("SAPD") indicating that Texas Sun Convenience Store, located at 3263 Roosevelt, San Antonio, Texas 78214 was unlawfully selling contact lenses without requiring consumers to present a prescription upon purchase. Such conduct, if proven, would violate Sections 17.46 (b)(2), (3), (5), (7), and (24)

of the DTPA,[1] Section 353.101 of the Texas Contact Lens Prescription Act,[2] and Section 351.604 of the Texas Optometry Act.[3] Upon SAPD's discovery that Respondent was illegally selling contact lenses, Respondent voluntarily ceased selling contact lenses and voluntarily agreed that they will continue to cease selling lenses. Respondent actively participated in the negotiations leading up to this AVC. Respondent is aware of the obligations this AVC places on them and are capable of carrying out those duties. Respondent agrees entry of this AVC is in the public interest.

DEFINITIONS

3. The following definitions shall be used in construing this AVC:

   a. **"Respondent"** means Mostafa Abaza, Individually, d/b/a Texas Sun Convenience Store and each of their respective officers, agents, servants, employees, business entities, and any other persons in active concert or participation with Texas Sun Convenience Store or Mostafa Abaza, Individually.

   b. **"Contact Lenses"** means lenses which provide vision correction or lenses which are used for cosmetic or novelty purposes.

TERMS OF COMPLIANCE

4. Respondent hereby agrees and voluntarily assure the Attorney General of Texas effective the day of the entry of this AVC, that Respondents shall continue to refrain from selling, advertising, offering for sale, dispensing, or holding for consignment any type of contact lenses.

---

[1] § 17.46(b)(2): "causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

§ 17.46(b)(3): "causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;"

§ 17.46(b)(5): "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;"

§ 17.46(b)(7): "representing that goods or services are of a particular standard, quality, or grade…if they are of another;" and

§ 17.46(b)(24): "failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed."

[2] Section 353.101 of the Texas Contact Lens Prescription Act provides that a person, other than the prescribing physician, optometrist or therapeutic optometrist, may *not* fill a contact lens prescription or sell or dispense contact lenses to a consumer in Texas *unless* the person receives a prescription *or* verifies by direct communication a contact lens prescription to be filled.

[3] The Texas Optometry Act also makes it a violation of the DTPA for a person to dispense a contact lens without having a valid prescription.

NOTICE

5. The State of Texas and Respondent acknowledges, as set forth in Tex. Bus. & Com. Code §17.58(c), that unless this AVC has been rescinded by agreement of the parties or voided by the Court for good cause, the subsequent failure to comply with the terms of this AVC is prima facie evidence of a violation of the DTPA in any action by the State of Texas acting by and through the Office of the Attorney General. Respondent does not waive and hereby expressly reserve all defenses to any claim that they have failed to comply with the terms of this AVC. Further, it is agreed and understood that this AVC shall not in any way affect the individual rights of action of any consumer. The State's agreement to this AVC does not constitute an approval by the State of any practices of Respondent, and Respondent will not represent that this AVC constitutes approval by the Office of the Attorney General or the Court of any of Respondent's practices. Respondent's signature on this AVC does not constitute an admission of wrongdoing or an admission of a violation of any applicable legal provisions. This AVC is being signed in order to avoid protracted litigation and to resolve all claims and contentions asserted in connection with this proceeding.

MONETARY PROVISIONS

6. Respondent further agrees that they will pay the sum of TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500) to the State of Texas for civil penalties and ONE THOUSAND DOLLARS ($1,000) to the State of Texas for the State's reasonable attorneys' fees and investigative costs for a total of THREE THOUSAND FIVE HUNDRED DOLLARS ($3,500).[4] Respondent shall make two monthly payments of $1,200 and the third payment shall be $1,100 to the State of Texas until the total amount of THREE THOUSAND FIVE HUNDRED DOLLARS ($3,500) has been paid. Such payments shall be due on the 30th of each month beginning September 30, 2016 with the last payment made on or before November 30, 2016. The first ONE THOUSAND DOLLARS ($1,000) received by the State will be paid towards the State's attorneys'

[4] Section 17.47 of the DTPA authorizes the OAG to obtain injunctive relief and civil penalties. Section 402.006(c) of the Texas Government Code authorizes an award of attorney's fees.

fees. The remaining TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500) will be applied as civil penalties pursuant to 17.47(c) of the Texas Business and Commerce Code; allocated in accordance with Texas Govt. Code §402.007(b)(1) to the Supreme Court Judicial Fund or general revenue as appropriate.

7. Respondent shall make such payment by certified check or wire transfer, payable to the "Office of the Texas Attorney General," bearing the reference AG# CX1631801874, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, MC-003, P.O. Box 12548, Austin, TX 78711-2548. State acknowledges payment has been made by Respondent upon the entry of this AVC.

REFUNDS TO CONSUMERS

8. Respondent hereby agrees to and shall provide full refunds to consumers who purchased contact lenses from Respondent upon the consumer returning the contact lenses (in an unopened box) to Respondent's store within 90 days of the entry of this AVC. Upon the return of the lenses, Respondent shall immediately destroy them.

COOPERATION PROVISIONS

9. Respondent hereby agrees and voluntarily assures the Office of the Attorney General of Texas that effective the day of entry of this AVC, Respondent and any of their officers, agents, servants, employees, business entities shall cooperate fully with CPD in investigating and prosecuting individuals and/or entities which distribute, sell, provide, or otherwise unlawfully introduce into commerce contact lenses.

10. Respondent shall make available, upon fourteen (14) days written notice, current officers, directors or employees to appear for depositions, hearings or other proceedings, without the service of a subpoena, as requested by the State.

11. Respondent shall respond within fourteen (14) business days to reasonable written inquiries from the State.

12. Respondent shall make available for review and provide documents, records and other tangible evidence reasonably requested by the State.

13. Respondent shall provide truthful declarations, affidavits, certifications and other written testimony that may be reasonably requested by the State.

14. Nothing in this agreement would preclude Respondent from requesting additional time in which to respond or preclude the State from agreeing to such an extension.

GENERAL PROVISIONS

15. In consideration of the terms of this AVC, the Office of the Attorney General releases Respondent from all claims, complaints, demands, suits, actions, or causes of action resulting from acts or omissions which were the subject of the DTPA investigation as alleged in Paragraph 2, above, which occurred on or before the date of the execution of this AVC. This release does not and is not intended, however, to constitute a waiver of the right of the State of Texas to seek enforcement in a court of competent jurisdiction of Respondent's compliance with the terms contained in this AVC.

16. It is further agreed and understood that Respondent intends to and shall cooperate in securing and obtaining compliance with the terms of this AVC, and that this AVC will be filed and placed in the public record, in compliance with Tex. Bus. & Com. Code §17.58(a), with all costs of filing assessed against Respondent.

EXECUTED effective as of the 30th day of September, 2016.

Respectfully submitted,

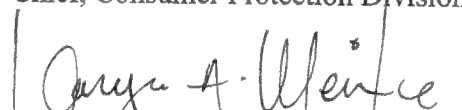
KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division



KARYN A. MEINKE
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STEVEN ROBINSON
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Telephone (210) 225-4191
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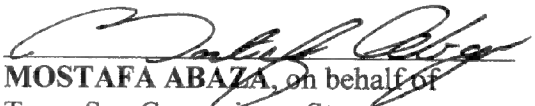
Attorneys for the State of Texas

AGREED AS TO FORM AND SUBSTANCE:

GREGORY T. VAN CLEAVE
SBN 24037881
1520 W Hildebrand Ave
San Antonio, Texas 78201
Tel: 210-341-6588
Fax: 210-341-6589
Attorney for Respondents



MOSTAFA ABAZA, on behalf of
Texas Sun Convenience Store

MOSTAFA ABAZA, Individually

2016CI16425 -D407

NO. 2016-CI-16425

IN RE:	§	**IN THE DISTRICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	**407th JUDICIAL DISTRICT**
	§	
MOSTAFA ABAZA, INDIVIDUALLY	§	
D/B/A TEXAS SUN CONVENIENCE	§	
STORE	§	**BEXAR COUNTY, TEXAS**

DISTRICT COURT OF BEXAR COUNTY, TX

ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

On this date came on to be considered the Assurance of Voluntary Compliance in the above referenced cause, which is approved by all parties. Said Assurance of Voluntary Compliance is hereby APPROVED by the Court.

SIGNED this 4th day of October, 2016.

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

10/04/2016 VOL 4622 PG 3131

Case Number: 2016CI16425 Document Type: ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE
Page 1 of 2

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STEVEN ROBINSON
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Facsimile: (210) 225-1075
Attorney for the State of Texas

DISTRICT COURT OF BEXAR COUNTY, TX

GREGORY T. VAN CLEAVE
SBN 24037881
1520 W. Hildebrand Ave.
San Antonio, Texas 78201
Telephone: 210-341-6588
Facsimile: 210-341-6589
Attorney for Respondents

MOSTAFA ABAZA, Individually

MOSTAFA ABAZA, on behalf of
Texas Sun Convenience Store

10/04/2016 VOL 4622 PG 312

CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY McKINNEY, BEXAR COUNTY DISTRICT CLERK. CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS INDICATED BY THE VOLUME, PAGE AND COURT ON SAID DOCUMENT. WITNESSED MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:

October 04, 2016

DONNA KAY McKINNEY
BEXAR COUNTY, TEXAS

By: _____
RICHARD FLORES, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)

2016-CI-16426

408TH JUDICIAL DISTRICT COURT

STATE OF TEXAS VS YAM DOLLAR PLUS STORE

DATE FILED: 09/22/2016

IN RE:		**ICT COURT**
STATE OF TEXAS	§	
	§	
AND	§	**_____ JUDICIAL DISTRICT**
	§	
YAM DOLLAR PLUS STORE AND	§	
BAHADURALI LADHANI,	§	
INDIVIDALLY	§	**BEXAR COUNTY, TEXAS**

ASSURANCE OF VOLUNTARY COMPLIANCE

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the STATE OF TEXAS ("State"), acting by and through its Attorney General, Ken Paxton, and Yam Dollar Plus Store and Bahadurali Ladhani, Individually (hereinafter "Respondents"), and respectfully submit the following Assurance of Voluntary Compliance ("AVC") for the Court's approval and filing in accordance with the Deceptive Trade Practices –Consumer Protection Act ("DTPA"), section 17.58 of the Texas Business & Commerce Code.

FILED
DONNA KAY McKINNEY
DISTRICT CLERK
BEXAR COUNTY
16 SEP 22 AM 9:10
DEPUTY
BY

RESPONDENTS

1. Bahadurali Ladhani is an individual who resides in Texas and is the owner of Yam Dollar Plus Store. Yam Dollar Plus Store is a convenience store located at 5219 S. Flores, San Antonio, Texas 78207.

NATURE OF ALLEGED VIOLATIONS

2. During the course of their investigation, the Consumer Protection Division ("CPD") uncovered evidence obtained from the San Antonio Police Department ("SAPD") indicating that Yam Dollar Plus Store, located at 5219 S. Flores, San Antonio, Texas 78207 was unlawfully selling contact lenses without requiring consumers to present a prescription upon purchase. Such conduct, if proven, would violate Sections 17.46 (b)(2), (3), (5), (7), and (24) of

the DTPA,[1] Section 353.101 of the Texas Contact Lens Prescription Act,[2] and Section 351.604 of the Texas Optometry Act.[3] Upon SAPD's discovery that Respondents were illegally selling contact lenses, Respondents voluntarily ceased selling contact lenses and have voluntarily agreed that they will continue to cease selling lenses. Respondents actively participated in the negotiations leading up to this AVC. Respondents are aware of the obligations this AVC places on them and are capable of carrying out those duties. Respondents agree entry of this AVC is in the public interest.

DEFINITIONS

3. The following definitions shall be used in construing this AVC:

   a. **"Respondents"** means Yam Dollar Plus Store and Bahadurali Ladhani, Individually, and each of their respective officers, agents, servants, employees, business entities, and any other persons in active concert or participation with Yam Dollar Plus Store or Bahadurali Ladhani, Individually.

   b. **"Contact Lenses"** means lenses which provide vision correction or lenses which are used for cosmetic or novelty purposes.

---

[1] § 17.46(b)(2): "causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services;"

§ 17.46(b)(3): "causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another;"

§ 17.46(b)(5): "representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have or that a person has a sponsorship, approval, status, affiliation, or connection which he does not;"

§ 17.46(b)(7): "representing that goods or services are of a particular standard, quality, or grade…if they are of another;" and

§ 17.46(b)(24): "failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed."

[2] Section 353.101 of the Texas Contact Lens Prescription Act provides that a person, other than the prescribing physician, optometrist or therapeutic optometrist, may *not* fill a contact lens prescription or sell or dispense contact lenses to a consumer in Texas *unless* the person receives a prescription *or* verifies by direct communication a contact lens prescription to be filled.

[3] The Texas Optometry Act also makes it a violation of the DTPA for a person to dispense a contact lens without having a valid prescription.

TERMS OF COMPLIANCE

4. Respondents hereby agree and voluntarily assure the Attorney General of Texas effective the day of the entry of this AVC, Respondents shall continue to refrain from selling, advertising, offering for sale, dispensing, or holding for consignment any type of contact lenses.

NOTICE

5. The State of Texas and Respondents acknowledge, as set forth in Tex. Bus. & Com. Code §17.58(c), that unless this AVC has been rescinded by agreement of the parties or voided by the Court for good cause, the subsequent failure to comply with the terms of this AVC is prima facie evidence of a violation of the DTPA in any action by the State of Texas acting by and through the Office of the Attorney General. Respondents do not waive and hereby expressly reserve all defenses to any claim that they have failed to comply with the terms of this AVC. Further, it is agreed and understood that this AVC shall not in any way affect the individual rights of action of any consumer. The State's agreement to this AVC does not constitute an approval by the State of any practices of Respondents, and Respondents will not represent that this AVC constitutes approval by the Office of the Attorney General or the Court of any of Respondents' practices. Respondents' signature on this AVC does not constitute an admission of wrongdoing or an admission of a violation of any applicable legal provisions. This AVC is being signed in order to avoid protracted litigation and to resolve all claims and contentions asserted in connection with this proceeding.

MONETARY PROVISIONS

6. Respondents further agree that they will pay the sum of ELEVEN HUNDRED DOLLARS ($1,100) to the State of Texas for civil penalties and ELEVEN HUNDRED

DOLLARS ($1,100) to the State of Texas for the State's reasonable attorneys' fees and investigative costs for a total of TWENTY-TWO HUNDRED DOLLARS ($2,200).[4]

7. Respondents shall make such payment by certified check or wire transfer, payable to the "Office of the Texas Attorney General," bearing the reference AG# CX9378794174, and if not by wire transfer, delivered/mailed to the Office of the Attorney General, ATTN: Accounting Division, MC-003, P.O. Box 12548, Austin, TX 78711-2548. State acknowledges payment has been made by Respondents upon the entry of this AVC.

REFUNDS TO CONSUMERS

8. Respondents hereby agree to and shall provide full refunds to consumers who purchased contact lenses from Respondents upon the consumer returning the contact lenses (in an unopened box) to Respondent's store within 90 days of the entry of this AVC. Upon the return of the lenses, Respondents shall immediately destroy them.

COOPERATION PROVISIONS

9. Respondents hereby agree and voluntarily assure the Office of the Attorney General of Texas that effective the day of entry of this AVC, Respondents and any of their officers, agents, servants, employees, business entities shall cooperate fully with CPD in investigating and prosecuting individuals and/or entities which distribute, sell, provide, or otherwise unlawfully introduce into commerce contact lenses.

10. Respondents shall make available, upon fourteen (14) days written notice, current officers, directors or employees to appear for depositions, hearings or other proceedings, without the service of a subpoena, as requested by the State.

11. Respondents shall respond within fourteen (14) business days to reasonable written inquiries from the State.

---

[4] Section 17.47 of the DTPA authorizes the OAG to obtain injunctive relief and civil penalties. Section 402.006(c) of the Texas Government Code authorizes an award of attorney's fees.

12. Respondents shall make available for review and provide documents, records and other tangible evidence reasonably requested by the State.

13. Respondents shall provide truthful declarations, affidavits, certifications and other written testimony that may be reasonably requested by the State.

14. Nothing in this agreement would preclude Respondents from requesting additional time in which to respond or preclude the State from agreeing to such an extension.

GENERAL PROVISIONS

15. In consideration of the terms of this AVC, the Office of the Attorney General releases Respondents from all claims, complaints, demands, suits, actions, or causes of action resulting from acts or omissions which were the subject of the DTPA investigation as alleged in Paragraph 2, above, which occurred on or before the date of the execution of this AVC. This release does not and is not intended, however, to constitute a waiver of the right of the State of Texas to seek enforcement in a court of competent jurisdiction of Respondents' compliance with the terms contained in this AVC.

16. It is further agreed and understood that Respondents intend to and shall cooperate in securing and obtaining compliance with the terms of this AVC, and that this AVC will be filed and placed in the public record, in compliance with Tex. Bus. & Com. Code §17.58(a), with all costs of filing assessed against Respondents.

EXECUTED effective as of the 22nd day of ~~August,~~ September 2016.

Respectfully submitted,

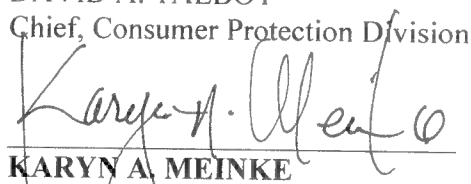
KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division



KARYN A. MEINKE
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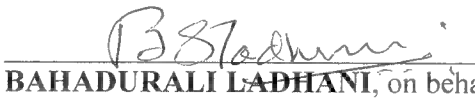
Attorneys for the State of Texas

AGREED AS TO FORM AND SUBSTANCE:

BAHADURALI LADHANI, Individually



BAHADURALI LADHANI, on behalf of
Yam Dollar Plus Store

2016CI16426 -D408

NO. 2016-CI-16426

DV

IN RE: **STATE OF TEXAS** **AND** **YAM DOLLAR PLUS STORE AND BAHADURALI LADHANI, INDIVIDUALLY**	§ § § § § § § §	**IN THE DISTRICT COURT** **408th JUDICIAL DISTRICT** **BEXAR COUNTY, TEXAS**

DISTRICT COURT OF BEXAR COUNTY, TX

ORDER APPROVING ASSURANCE OF VOLUNTARY COMPLIANCE

On this date came on to be considered the Assurance of Voluntary Compliance in the above referenced cause, which is approved by all parties. Said Assurance of Voluntary Compliance is hereby APPROVED by the Court.

SIGNED this 22nd day of September, 2016.

SEP 22 2016

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

KEN PAXTON
Attorney General of Texas

JEFFREY C. MATEER
First Assistant Attorney General of Texas

BRANTLEY STARR
Deputy First Assistant Attorney General

JAMES E. DAVIS
Deputy Attorney General for Civil Litigation

DAVID A. TALBOT
Chief, Consumer Protection Division

09/22/2016 VOL 4623 PG 154

Document scanned as filed.

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San Antonio, Texas 78205
Telephone: (210) 225-4191
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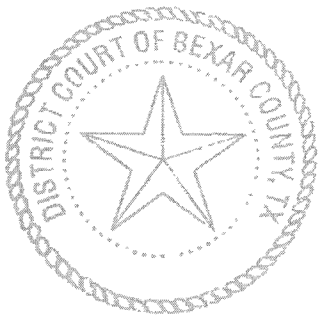
karyn.meinke@texasattorneygeneral.gov
Attorneys for the State of Texas



BAHADURALI LADHANI, Individually

BAHADURALI LADHANI, on behalf of
Yam Dollar Plus Store

09/22/2016 VOL 4623 PG 1545

CERTIFIED COPY CERTIFICATE STATE OF TEXAS
I, DONNA KAY McKINNEY, BEXAR COUNTY DISTRICT CLERK. CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL RECORD AS INDICATED BY THE VOLUME, PAGE AND COURT ON SAID DOCUMENT. WITNESSED MY OFFICIAL HAND AND SEAL OF OFFICE ON THIS:

September 22, 2016

DONNA KAY McKINNEY
BEXAR COUNTY, TEXAS

By: _____
DANIELLE VALDEZ, Deputy District Clerk
(NOT VALID WITHOUT THE CLERKS'S ORIGINAL SIGNATURE.)