

STATE OF TEXAS,	§	IN THE DISTRICT COURT OF
Plaintiff,	§	
	§	
v.	§	
	§	TRAVIS COUNTY, TEXAS
MARIA CASTANO d/b/a INTERNATIONAL	§	
PROFESSIONAL ALL SERVICES	§	
Defendant;	§	
and	§	
I.A.D.C., INC.	§	250 th JUDICIAL DISTRICT
Third Party Defendant.	§	

AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION

On this date, came on for hearing the above-entitled and numbered cause in which the STATE OF TEXAS (hereinafter “State”), acting by and through Attorney General of Texas, GREG ABBOTT, is Plaintiff, MARIA CASTANO d/b/a INTERNATIONAL PROFESSIONAL ALL SERVICES, is Defendant, and I.A.D.C., INC., is Third Party Defendant. Through their respective attorneys of record, Plaintiff, Defendant, and Third Party Defendant agree to the entry of this AGREED FINAL JUDGMENT AND PERMANENT INJUNCTION.

I. STIPULATED FACTS

The parties, through their respective attorneys, make the following stipulations:

1. Texas has filed its complaint pursuant the Texas Deceptive Trade Practices - Consumer Protection Act, (“DTPA”) TEX. BUS. & COM. CODE ANN. § 17.41 *et seq.* (Vernon 1987 & Supp. 2002) charging Defendant with violations of §§ 17.46(a), 17.46(b)(2), 17.46(b)(3), 17.46(b)(5), 17.46(b)(12) and 17.46(b)(24) of the DTPA.

2. The parties have compromised and settled the State’s claim for civil penalties,

investigative costs, and court costs.

3. The Parties agree to and do not contest the entry of this Agreed Final Judgment and Permanent Injunction (“Judgment”);

4. Defendant, Third Party Defendant, and Michael Wolski deny the allegations set forth in Plaintiff’s First Amended Petition, and the parties agree and stipulate that (a) this Judgment is being entered into for the sole purpose of compromising disputed claims without the necessity for protracted and expensive litigation and (b) neither this Judgment nor the payment of money pursuant to this Judgment by Defendant, Third Party Defendant, or Michael Wolski constitutes an admission of any violation of the DTPA or otherwise;

5. The Parties do not contest jurisdiction or venue in this case;

6. The Effective Date of this Agreed Final Judgment and Permanent Injunction is the date on which it is entered by the Court;

7. Defendant, Third Party Defendant, and Michael Wolski have waived issuance of a writ of injunction and have waived the requirements of Texas Rules of Civil Procedure 687-692;

8. This Agreed Final Judgment and Permanent Injunction in no way affects any individual’s right of action under the DTPA; and

9. This Agreed Final Judgment and Permanent Injunction is binding on Michael Wolski as owner of Third Party Defendant and precludes any action by the State of Texas against him individually relating to the allegations asserted in the pleadings associated with the instant matter, except to the extent necessary to enforce the terms and conditions of this judgment.

The Court has read the pleadings and stipulations of the parties, and it appears to the Court that all parties agree to the entry of this judgment and that they have approved its entry as indicated

by the signatures of the parties and their attorneys below:

II. INJUNCTIVE RELIEF

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Defendant, Third Party Defendant, and their officers, agents, servants, employees and any other persons or entities in active concert or participation with Defendant or Third Party Defendant (hereinafter collectively referred to as “Defendants”), including but not limited to Michael Wolski, shall be permanently enjoined from:

- a. Advertising, offering to sell, selling, or delivering any government document, including but not limited to an international driver’s license, unless Defendants are legally authorized to sell or deliver such document;
- b. Representing, directly or indirectly, that Defendant or Third Party Defendant is authorized to sell an international driver’s license¹ unless and until such Defendant has the authority of the United States Department of State to sell such licenses;
- c. Representing, directly or indirectly, that Defendant or Third Party Defendant will charge more for an international driver’s license than the maximum legal amount allowed to be charged for such license;
- d. Representing, directly or indirectly, that Defendant or Third Party Defendant can help a person obtain a Texas driver’s license without the person taking a written exam;
- e. Misrepresenting, directly or indirectly, Defendant’s or Third Party Defendant’s ability to “fix,” change, alter, improve, or remove an item from a person’s driving record;

¹International driver’s licenses are also commonly known as international driving permits or international driver’s permits. For purposes of this Judgment, the term “international driver’s license” shall encompass all such similar terms.

- f. Failing to clearly and conspicuously disclose that a person may only obtain an international driver's license in the United States if such person has a valid driver's license issued by a state of the United States;
- g. Failing to clearly and conspicuously disclose that a person must take a written examination in order to obtain a Texas driver's license;

IT IS FURTHER ORDERED that Defendants are permanently enjoined from representing, directly or indirectly, that this Court, the Office of the Attorney General, or the State of Texas has approved any of Defendants' business practices.

IT IS FURTHER ORDERED that Defendants are permanently enjoined from entering into, forming, organizing, or reorganizing into any partnership, corporation, sole proprietorship or any other legal structures, for the purposes of avoiding compliance with the terms of this Agreed Final Judgment and Permanent Injunction.

III. RESTITUTION

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants, jointly and severally, shall pay restitution in the form of a full refund to each and every person who registers a complaint with either Defendant or Third Party Defendant regarding the purchase of an international driver's license, or whose complaint is referred to Defendant or Third Party Defendant by a governmental or consumer protection agency or organization, within 90 days of the Effective Date of this Agreed Final Judgment and Permanent Injunction. Unless the complaint is made in person and the restitution is made in person, the restitution shall be paid by Defendants by sending a certified check or money order via certified mail, return receipt requested (at the expense of the Defendants) to each person who files a complaint. Defendants shall make such payment within

twenty (20) days from the date the Defendants receive the complaint. If any payment is returned marked with a different forwarding address, Defendants shall resend payment to the new address. If any payment is returned marked “unclaimed” or is otherwise undeliverable, Defendants shall notify the Plaintiff in writing at the address provided below, and Defendants shall attempt to locate a valid address for the individual using reasonable investigative resources. Defendants shall send Plaintiff a copy of each restitution payment made, including a copy of the certified check or money order, addressed to: Assistant Attorney General C. Brad Schuelke, Consumer Protection Division, P.O. Box 12548, Austin, TX 78711.

IV. CIVIL PENALTIES

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the STATE OF TEXAS have and recover from Defendant civil penalties in the sum of One Thousand and No/100 Dollars (\$1,000.00), pursuant to § 17.47 of the DTPA, receipt of which is hereby acknowledged.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the STATE OF TEXAS have and recover from Third Party Defendant civil penalties in the sum of One Thousand and No/100 Dollars (\$1,000.00), pursuant to § 17.47 of the DTPA, receipt of which is hereby acknowledged.

V. ATTORNEYS' FEES

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the STATE OF TEXAS have and recover from Defendants, jointly and severally, the sum of Eleven Thousand Five Hundred and No/100 Dollars (\$11,500.00) to reimburse investigative costs and attorneys' fees to the State of Texas pursuant to the TEX. GOV'T CODE ANN. § 402.006(c) (Vernon Supp. 2002), receipt of which is hereby acknowledged.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants be

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assessed all costs herein.

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

SIGNED AND ENTERED this _____ day of _____, 2003.

Presiding District Judge

AGREED this _____ day of _____, 2003.

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