



request a permanent injunction against Defendants and recovery of civil penalties, reasonable attorney's fees, investigative costs and costs of court;

3. None of Defendants has ever been licensed by the Texas Department of Insurance as an insurance agent or insurance company;

4. Plaintiff has alleged that some of Defendants' lead card solicitations have used the name AMERICAN SENIOR ALLIANCE and other assumed names for seniors to return the lead cards with their personal information that includes the name of the senior who returns the lead card, the name of the spouse of the senior, and their ages, address and telephone number (seniors' personal information); the return address of the lead card solicitations is not the location of the offices of businesses of Defendants or their customers; and Defendants send the lead cards with seniors' personal information to Defendants' customers who requested or use the lead cards containing personal information to solicit seniors to purchase of Defendants' customers' products or services;

5. Plaintiff has alleged that Defendants' lead card solicitations have not disclosed to the recipient the name of the insurance agent, insurance company or other business or person who requested or may use the lead cards to attempt to sell an insurance policy, annuity, health care plan, financial service plan, estate plan, living trust plan or other product or service to recipients who return the lead cards containing their personal information;

6. Plaintiff has alleged that Defendants' lead card solicitations have not disclosed to the recipients the purpose of the solicitations;

7. Plaintiff and Defendants, PROSPECT PROS, L.L.C., PROSPECT PROS, INC., WILLIAM DAVID THOMPSON, and LYNN THOMPSON, agree that the claims that Plaintiff alleges against Defendants for civil penalties be dismissed with prejudice and that the claims that Defendants allege against Plaintiff for attorney's fees, litigation costs, fees or



expenses be dismissed with prejudice.

8. Defendants admit jurisdiction and venue in this cause;

9. The State of Texas and Defendants agree to this Judgment and request that this Court approve and sign this Judgment;

10. This Judgment does not constitute an admission of any violation of any law by any Defendant or Plaintiff;

11. This Judgment is being agreed to for the sole purpose of compromise and settlement of the disputed claims in this action through the date of this Judgment without the necessity for additional protracted and expensive litigation; and

12. This Judgment does not affect in any way any private causes of action which exist or may exist in the future.

II. DEFINITIONS

13. IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that as used in this Judgment:

a. "Lead card solicitations" means written communications distributed or mailed, to any member of the public, which, regardless of form, content, or stated purpose, are intended to result in a response from the addressee or recipient to be used for the sale or solicitation, to the addressee or recipient, of an insurance policy, annuity, health care plan, financial service plan, estate plan or living trust plan, or to result in the compilation or qualification of data or lists for the eventual use by any person or business to sell or solicit an insurance policy, annuity, health care plan, financial service plan, estate plan or living trust plan.

b. "Clear and conspicuous" means that the information required to be "clear and conspicuous" shall be set out in close conjunction with the statements to which the information relates or with appropriate captions of such prominence that required information



not minimized, rendered obscure, or presented in an ambiguous fashion, or intermingled with the context of the disclosure so as to be confusing or misleading.

c. "Seniors" means those persons who are 55 years of age or older.

III. PARTIES SUBJECT TO INJUNCTION

14. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Agreed Final Judgment and Permanent Injunction shall apply to, bind and be enforceable against: (1) PROSPECT PROS, L.L.C., PROSPECT PROS, INC., and WILLIAM DAVID THOMPSON, respectively; (2) all of the owners, directors, officers, agents, servants and employees of each respective Defendant or other persons or organizations who have a similar relationship with a duty or authority to act on behalf of any Defendant, with the exception of other persons or organizations who are independent suppliers of products or services to any Defendant, including but not limited to suppliers of mailing lists, printing services, office products or copy services, that are performed in Texas and that do not include mailings of lead cards or lead card solicitations to or received at any address in Texas by or at the request of or on behalf of any Defendant; (3) all other persons or organizations acting in concert or participation with each of the respective Defendants after receiving actual notice of this injunction directly or indirectly, with the exception of other persons or organizations who are independent suppliers of products or services to any Defendant, including but not limited to suppliers of mailing lists, printing services, office products or copy services, that are performed in Texas and that do not include mailings of lead cards or lead card solicitations sent to or received at any address in Texas by or at the request of or on behalf of any Defendant; and (4) any sole proprietorship, partnership, corporation, company, or other organization in which WILLIAM DAVID THOMPSON has any ownership or right to control with regard to mailing, receiving or delivering lead card solicitations.



IV. INJUNCTIVE RELIEF

15. IT IS FURTHER ORDERED, ADJUDGED and DECREED that each of the enjoined parties identified in paragraph 14 is hereby permanently enjoined from mailing, receiving or delivering lead card solicitations to seniors conducted in whole or in part in the State of Texas (subject to the exceptions in paragraph 14), including any of the acts or practices regarding lead card solicitations to seniors as set forth below:

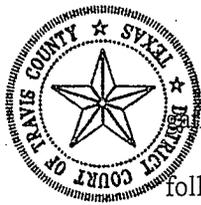
a. mailing, receiving or delivering lead card solicitations that are untruthful or misleading in failing to comply with the requirements of sub-paragraphs 15b through 15 e;

b. mailing, receiving or delivering lead card solicitations that do not contain, in clear and conspicuous terms, the full name of the insurance agent, insurance company, business or person on whose behalf the lead card solicitation is sent;

c. mailing, receiving or delivering lead card solicitations that do not contain a clear and conspicuous disclosure that a recipient of the lead card solicitation may be contacted by the insurance agent, insurance company, business or person on whose behalf the lead card solicitation is sent;

d. mailing, receiving or delivering lead card solicitations that refer to state or federal programs, laws or entities, without a clear and conspicuous disclosure that the solicitation is not affiliated with any governmental agency;

e. mailing, receiving or delivering lead card solicitations for an event or group meeting where information will be disseminated regarding insurance products, insurance products will be offered for sale, or individuals will be enrolled, educated or assisted with the selection of insurance products, where such lead card solicitation uses the terms "seminar," "class," "informational meeting," "retirement," "estate planning," "financial planning," "living trust," or substantially equivalent terms to characterize the purpose of the public



ing or event unless it adds the words "and insurance sales presentation" immediately following those terms in the same type size and font as those terms.

16. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each of the enjoined parties identified in paragraph 14 is hereby permanently enjoined from using the assumed name AMERICAN SENIOR ALLIANCE.

V. ATTORNEYS' FEES AND COSTS

17. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the STATE OF TEXAS, Plaintiff, have judgment against and recover from PROSPECT PROS, L.L.C., PROSPECT PROS, INC., and WILLIAM DAVID THOMPSON, Defendants, jointly and severally, the sum of thirty thousand dollars (\$30,000.00) as reasonable and necessary attorney's fees and investigative costs payable to the Office of the Attorney General of Texas at the time when the Court signs this Agreed Final Judgment and Permanent Injunction, and that these attorney's fees and investigative costs are entitled to be recovered on behalf of the State of Texas and are not compensation for actual pecuniary loss.

18. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the claims that Plaintiff alleges against PROSPECT PROS, L.L.C., PROSPECT PROS, INC., WILLIAM DAVID THOMPSON and LYNN THOMPSON, Defendants, for civil penalties are dismissed with prejudice.

19. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the claims that PROSPECT PROS, L.L.C., PROSPECT PROS, INC., WILLIAM DAVID THOMPSON and LYNN THOMPSON, Defendants, allege against Plaintiff for attorney's fees, litigation costs, fees or expenses are dismissed with prejudice.

20. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that costs of court shall be paid by the party who incurred the costs.



VI. GENERAL PROVISIONS

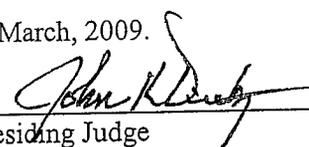
21. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Clerk of the Court shall issue a writ of injunction in conformity with the law and the terms of this Permanent Injunction and that no bond is required pursuant to the Texas Deceptive Trade Practice-Consumer Protection Act, Texas Bus. & Comm. Code § 17.47(b) and the Texas Insurance Code § 541.203(b).

22. IT IS FURTHER ORDERED that post-judgment interest shall accrue on amounts of monetary awards set forth above at the rate prescribed by law from the date of the Judgment until the date paid.

23. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Clerk of the Court shall issue writs of execution and other writs authorized for the enforcement and collection of the monetary awards, if not duly paid.

24. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this Agreed Final Judgment and Permanent Injunction shall be completely final for all purposes upon signing and will not and cannot be appealed and/or otherwise subject to any appellate review authorized by the Texas Rules of Civil Procedure or the Texas Rules of Appellate Procedure.

SIGNED this 13th day of March, 2009.



Presiding Judge

APPROVED AS TO FORM AND SUBSTANCE this ___ day of March, 2009

GREG ABBOTT
Attorney General of Texas

C. ANDREW WEBER
First Assistant Attorney General

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ATTORNEYS FOR THE STATE OF TEXAS

APPROVED AS TO FORM AND SUBSTANCE this 9 day of March, 2009

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ATTORNEYS FOR DEFENDANTS, PROSPECT PROS, L.L.C.,
PROSPECT PROS, INC., WILLIAM DAVID THOMPSON and
LYNN THOMPSON

AGREED TO this 6th day of March, 2009

PROSPECT PROS, L.L.C.

by William David Thompson
William David Thompson, President
William David Thompson
William David Thompson, Individually

PROSPECT PROS, INC.

by William David Thompson
William David Thompson, President
Lynn A. Thompson
Lynn Thompson, Individually