



services to consumers who have timeshare contracts. Defendants induce consumers to pay significant up-front fees by falsely claiming qualifications and success rates in acquiring contract terminations and refunds. Once consumers have paid their fee and signed up for these services, Defendants perform no work on their cases aside from providing form letters to the consumers. Defendants make no further effort towards accomplishing the mediation, negotiation, and legal representation services that they have promised. By this suit the State is seeking an injunction to halt the false misleading and false representations by the Defendants and the taking of consumers' money by misrepresentation. The State is also seeking a judgment against the Defendants for consumer restitution, appropriate civil penalties, and costs of court.

#### **DISCOVERY CONTROL PLAN AND CLAIM FOR RELIEF**

1. The discovery in this case is intended to be conducted under Level 2 pursuant to TEX. R. CIV. P. 190.3. Pursuant to Tex. R. Civ. P. 47, the potential relief sought by the State in this action includes non-monetary remedies and exceeds \$1,000,000, and is within the jurisdictional limits of the Court.

#### **DEFENDANTS**

2. Defendant Advocate for the Consumer (Mediation) LLC, d/b/a Legal Advocate for the Consumer and d/b/a A Consumer Advocate is a Texas limited liability company and may be served by serving its registered agent, "Charles Robert Robertson," at 4100 Spring Valley Rd., Suite 600, Dallas, TX 75244, Dallas, Texas 75244, or any other place where he may be found.

3. Defendant Charles H. Williams II, Individually a/k/a Chip Townsend a/k/a Charles Robertson is the owner and operator of Legal Advocate for the Consumer and its associated entities and may be served at the offices of A Consumer Advocate, 1130 Kingston Pike, Suite

1-412, Knoxville, Tennessee, 37934, or his place of business at 9040 Executive Park Drive, #200, Knoxville, Tennessee 37923, or his residence at 212 Dollywood Lane, Pigeon Forge, Tennessee, 37863, or 11275 Highway 98, Suite 145, Miramar Beach, Florida 32550, or any other place where he may be found.

4. Glenda Williams, Individually, the wife of Charles H. Williams II, jointly operates Advocate for the Consumer (Mediation) LLC, d/b/a Legal Advocate for the Consumer and d/b/a A Consumer Advocate with Mr. Williams and may be served the offices of A Consumer Advocate, 1130 Kingston Pike, Suite 1-412, Knoxville, Tennessee, 37934 or her residence at 212 Dollywood Lane, Pigeon Forge, Tennessee, 37863, or 11275 Highway 98, Suite 145, Miramar Beach, Florida 32550, or any other place where she may be found.

#### **JURISDICTION**

5. This Court has jurisdiction over this action pursuant to the Texas Deceptive Trade Practices - Consumer Protection Act, TEX. BUS. & COM. CODE ANN. § 17.47(b) (“DTPA”).

#### **VENUE**

6. Venue of this suit lies in Dallas County, Texas, pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 15.002(a)(1) because a substantial part of the events or omissions giving rise to the claim occurred in Dallas County; and pursuant to DTPA § 17.47(b), because Defendants have done business in Dallas County.

#### **PUBLIC INTEREST**

7. The Attorney General, acting within the scope of his official duties under the authority granted to him under the Constitution and the laws of the State of Texas, brings this lawsuit in the public interest in the name of the State of Texas through his Consumer Protection

Division against Defendant for violations of the DTPA, TEX. BUS. & COM. CODE ANN. § 17.41, *et seq.* By this suit the Attorney General is seeking an injunction to stop Defendants from engaging in any further such illegal business, and from any further false, misleading or deceptive representations to consumers, as well as seeking restitution for defrauded consumers and a civil penalty to be assessed against Defendants as punishment and to dissuade them from further wrongful business activities.

8. Plaintiff, STATE OF TEXAS, has reason to believe that Defendants are engaging in, have engaged in, or are about to engage in, the unlawful acts or practices set forth below, that Defendants have, by means of these unlawful acts and practices, caused damage to or acquired money or property from persons, and that Defendants adversely affect the lawful conduct of trade and commerce, thereby directly or indirectly affecting the people of this State. Therefore, the Consumer Protection Division of the Office of the Attorney General of the State of Texas believes and is of the opinion that these proceedings are in the public interest.

#### **TRADE AND COMMERCE**

9. Defendants have, at all times described below, engaged in conduct which constitutes “trade” and “commerce,” as those terms are defined by § 17.45(6) of the DTPA.

#### **ACTS OF AGENTS**

10. Whenever in this petition it is alleged that Defendants did any act, it is meant that Defendants performed or participated in the act, or that the officers, agents or employees of Defendants performed or participated in the act on behalf of and under the authority of Defendants.

#### **NO NOTICE GIVEN TO DEFENDANTS BEFORE SUIT**

11. Pursuant to DTPA §17.47(a), contact has not been made with the Defendants

herein to inform them of the unlawful conduct alleged herein, for the reason that the Consumer Protection Division has good cause to believe that if prior contact were made Defendants would evade service of process, that Defendants would move and conceal assets, and that and that the Defendants would destroy relevant records causing immediate and irreparable injury, loss, and damage as a result of such delay in obtaining a temporary restraining order.

### FACTUAL ALLEGATIONS

12. Charles H. Williams II and Glenda Williams operate this entity under the names “Legal Advocate for the Consumer,” “Advocate for the Consumer,” and “A Consumer Advocate.” As shown in the attached affidavits, consumers and former employees knew the business under all three of these interchangeable names.

13. Defendants acquire customer lists of owners of time share memberships and then cold calls these individuals. They represent that they are a mediation company and that they can assist consumers in getting out of their contracts and obtaining refunds of their timeshare membership purchase. Defendants falsely claim that they have a history of thousands of successful cases of timeshare contract cancellations.

14. Defendants represent that because these timeshare companies have supposedly used fraudulent inducements in the formations of their timeshare contracts, Defendants will be able to terminate the consumer’s contractual obligations under those contracts without causing damage to the consumer’s credit. This representation that consumers can cease payments on their timeshare without any negative consequences may in fact cause further financial harm to the consumer. Defendants also promise that they will negotiate with the time share company for refunds for consumers of funds that they have already paid under their timeshare contract. In

exchange for these promised services, Defendants charge consumers an up-front fee of \$1500 to \$1600. The Dallas office alone had signed up 200-250 clients by the middle of 2012.

15. After receiving the up-front fee from the consumer, Advocate for the Consumer provides the consumer with form letters to send to the timeshare company and the credit bureaus disputing the debt. Advocate for the Consumer also gives the consumer a form affidavit and instructs them to fill in their name, have it notarized, and send it to the Office of the Attorney General. Filing a complaint directly with the Office of the Attorney General against a timeshare company or any other company does not come with a fee. After these form letters are provided, Advocate for the Consumer performed no other services for these consumers and made no attempts at any mediation or negotiation with timeshare companies.

16. Defendants lead consumers to believe that they have attorneys who are partners in the business who will work on their case and seek legal action when necessary. One consumer was even told that Defendants had even “initiated litigation” on his behalf; another was told that his case was “in mediation.” However, employees at Advocate for the Consumer did not see evidence of attorneys working on these files, and these employees were prohibited from providing clients with contact information for the attorneys. Consumers are told of a “Richard McDermott” who is the supposed “General Counsel” in the Knoxville Office. Another consumer was told that the company’s attorney is “Charles Robertson” who has worked in the timeshare industry and “knows their tricks” and subsequently wrote a book about deceptive practices of timeshare companies. The Legal Advocate for the Consumer website lists the two partners of the business, Charles Robertson and Charles Townsend as each having a J.D. Neither of them is licensed to practice law in Texas. Further, image searches have been done, and the results indicate that the

pictures are fakes, taken from pictures found online of other people with different names. We now know that these two are merely aliases for Charles H. Williams II.

17. The promised services, if they were actually performed, may constitute the unlicensed practice of law. The “Legal Advocate for the Consumer” website offers their services for “a divorce, real estate contract problem, automotive issues, mortgage company issues, employer issues, defective products, creditor issues, etc.” The “A Consumer Advocate” website claims that they “will attempt all law-related services possible to resolve the issue for you” and describes their offered services as “legal services.” In soliciting clients, Defendants tell them that Advocate for the Consumer represents them and uses phrasing in their solicitations such as claiming an ability to “seek legal remedy” or “file a civil complaint” or “take a recorded deposition.” This language leads clients to believe that this is a legal representation relationship. Defendants tell consumers not to communicate with the timeshare company while Advocate for the Consumer is working on the case. They tell consumers that there is no need to hire an attorney because they can handle everything.

18. Defendants also represent that they are working closely with the Office of the Attorney General and other governmental agencies on this project of contract cancellations. This is, of course, false. Their Legal Advocate for the Consumer website claims that they “will initiate and maintain communication with the applicable regulatory and governing agencies to effectuate a resolution.” Such statements lead consumers to believe that this is a collaborative process under the protection of government agencies.

19. Defendants represent to consumers that the process to mediate and acquire the refund from the timeshare companies takes 90-180 days to complete. Consumers who contact

Defendants to inquire about the status of their case are told that Defendants need more time. One Texas consumer, frustrated by the lack of response, visited the Dallas office in person only to be told that the Tennessee office had his file. Some consumers are told to redo the form letters they had done previously and wait longer. By the time this period has passed, some consumers realize that they have paid a \$1500 to \$1600 fee for nothing, but Charles Williams then changes company names and moves his operation. The Tennessee office no longer returns consumer calls and e-mails indicating that it may now be closed. The Advocate for the Consumer contract states that a 100% refund will be provided if AFTC is not able to secure a termination of the consumer's timeshare contract. Even though these contract termination services are not being provided, no such refunds are being disbursed.

20. Charles Williams and Glenda Williams operated this same scheme in other states using various aliases for the company and for themselves. In addition to the Tennessee office, Charles Williams a/k/a Chip Townsend has also told employees that he has an office in Virginia. The website for Legal Advocate for the Consumer also claims to have offices in California and Illinois. In communication with employees and consumers and in online advertising, Mr. Williams has alternately identified himself as Chip Townsend and Charles Robertson. Mr. Williams a/k/a Chip Townsend prohibits the employees of the Dallas office from speaking with employees in the Tennessee office keeping his own employees in the dark about aspects of his operation. His wife, Glenda Williams controls, maintains, and secretes the funds acquired in the business.

#### **DTPA VIOLATIONS**

21. Defendants, as alleged above, have in the course of trade and commerce engaged in

false, misleading and deceptive acts and practices declared unlawful, in sections 17.46(a) and (b) of the DTPA as follows:

- a. Representing that Defendants operate a mediation business with experienced mediators, in violation of §17.46(a) of the DTPA;
- b. Using false and misleading statements indicating that Defendants have a long history of success in terminating timeshare contracts, in violation of §17.46(a) of the DTPA;
- c. Passing off services as those of another by using false names and faked pictures, in violation of §17.46(b)(1) of the DTPA;
- d. Causing confusion or misunderstanding as to the approval and associations of Defendants' services, by leading consumers to believe that governmental agencies are involved with or approve of Defendants' practices in violation of DTPA §17.46(b)(2) and §17.46(b)(3);
- e. Causing confusion as to the source of services by leading consumers to believe that Defendants work with attorneys to provide services in violation of DTPA §17.46(b)(2);
- f. Representing that services have characteristics, uses, and benefits that they do not have by representing that Defendants will work to obtain a refund of consumers' timeshare purchase, in violation of DTPA §17.46(b)(5);
- g. Representing that the contract with Advocate for the Consumer confers rights and remedies that it does not have by representing that the agreement will result in the termination of the consumers' obligations to their timeshare contract, in violation of DTPA §17.46(b)(12);

- h. Falsely representing that refunds will be provided if Defendants are not successful in performing promised services, in violation of DTPA §17.46(a) and (b)(12); and
- i. Failing to disclose that timeshare companies do not in fact have a history of negotiating contract terminations through Defendants in violation of DTPA § 17.46(b)(24).

### **INJURY TO CONSUMERS AND STATE**

22. Defendants have, by means of the unlawful acts and practices alleged, acquired money from identifiable persons to whom such money should be restored.

23. Because Defendants have engaged in the unlawful acts and practices described above, Defendant has violated the law as alleged in this petition and will continue to violate the law. Unless immediately restrained by this Honorable Court, Defendants will continue to violate the laws of the State of Texas and cause immediate, irreparable injury, loss and damage to the State of Texas and to the general public.<sup>1</sup>

### **IMMEDIATE EX PARTE TEMPORARY RESTRAINING ORDER AND INJUNCTIVE RELIEF NECESSARY TO PRESERVE DEFENDANTS' ASSETS**

24. Pursuant to §17.47 of the DTPA, the State requests immediate relief by way of an

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<sup>1</sup> When the State seeks injunctive relief pursuant to an authorized statute [e.g. DTPA §17.47(a)], the Texas Supreme Court has held that the State does not have to prove immediate and irreparable injury. Nor does the Court have to balance equities when the State litigates in the public's interest. When a statute is being violated, it is within the province and duty of the trial court to restrain it. *State v. Texas Pet Foods*, 591 SW2d 800 (Tex. 1979). The State has a relaxed burden because it acts in the public interest. When the State brings an action in the public interest and on behalf of consumers, harm is presumed. *United States v. Odessa Union Warehouse*, 833 F2d 172 (9<sup>th</sup> Cir. 1987), *Shafer v. United States*, 229 F2d 124 (4<sup>th</sup> Cir) Cert. Den. 351 US 931 (1956). The statute's express language supercedes the common law injunctive relief elements such as imminent harm or irreparable injury and lack of an adequate remedy at law ... [The State] need only demonstrate to the court its reason to believe that (1) any person is engaging in, has engaged in, or is about to engage in any act or practice declared to be unlawful by the DTPA, and (2) that the proceedings would be in the public interest. *West v. State*, 212 SW3d 513 (Tex.App.- Austin, 2006, no pet.). The state is likewise not required to prove the likelihood of future violations nor is required to show probable injury. *Ibid at 515*. Injunctive relief may be granted to the State upon a showing of only a violation of a statute. *Gulf Holding Corp. v. Brazoria County*, 497 S.W.2d 614 at 619 (Tex. Civ. App.-Houston [14<sup>th</sup>] 1973, writ ref'd n.r.e.).

Ex Parte Temporary Restraining Order and Temporary Injunction to prevent continued violation of law by Defendants, their officers, agents, servants, and employees, and to freeze the assets of Defendants to preserve and protect the advanced fees paid to Defendants by consumers so that at final trial consumers may obtain restitution to which they are entitled. TEX. BUS. & COM. CODE CODE §17.47(a).

25. Pursuant to §17.47 of the DTPA and Dallas County Civil Courts Local Rule 2.02(a) and (b), no notice of this suit and application for temporary restraining order along with the proposed order has or will be presented to the opposing parties before the application and proposed order are to be presented to the Court for decision for reason that irreparable harm is imminent and that relevant records and assets may be removed, secreted or destroyed. A temporary restraining order is necessary because immediate harm and injury are presumed if a law is being violated. Exhibits B through K attached hereto and incorporated herein, are affidavits in support of this request for injunctive relief.

26. Without such immediate temporary relief, Defendants are likely to waste or secrete the advanced fees to avoid paying restitution to these consumers. Defendants have a history of violating the law and absconding with consumers up-front mediation fees as Charles H. Williams II and Glenda Williams have conducted the same operation in other states. Mr. Williams also has criminal convictions stemming from financial fraud including forgery and check fraud. A preservation of the assets for potential restitution is necessary because:

- a. *Defendants are improperly withholding consumers' fees* – As detailed in the attached consumer affidavits, Defendants have failed to provide promised services and have not provided refunds to consumers who questioned why the services have not been

performed.

- b. *Business name changes and business moves* – Advocate for the Consumer has operated under several different names and in several different states.
- c. *Outstanding Warrant* – Defendant Charles H. Williams II has an outstanding warrant for failure to appear stemming from a fraud related arrest in another state.
- d. *Use of Aliases* - As described above, Mr. Williams has used several aliases to obscure his identity. Exhibit G, the affidavit of Attorney General Investigator Kelle Slaughter, further describes how Defendants give several names for personnel working at Advocate for the Consumer which appear to be aliases, and their accompanying online pictures appear to be taken from stock pictures on other websites.
- e. *Default civil judgment* - Defendants have been the subject of other legal action in another state for this activity which resulted in a default judgment due to their failure to appear.

**REQUEST TO CONDUCT EXPEDITED DISCOVERY  
PRIOR TO TEMPORARY INJUNCTION HEARING**

27. The State asserts good cause exists for the modification of the rules of discovery pursuant to Tex. Rule Civ. Proc. 191.1. The State requests leave of Court to engage in expedited discovery, including the issuance of subpoenas, taking telephonic, oral, video, written, and other depositions of witnesses, including defendants and employees of defendants, and to require production of documents in connection therewith, prior to any scheduled temporary injunction hearing upon reasonably shortened notice to the Defendants and their attorneys, if known.

### **DISGORGEMENT**

28. Defendants' assets are subject to the equitable remedy of disgorgement, which is the forced relinquishment of all benefits that would be unjust for Defendants to retain, including all ill-gotten gains and benefits or profits that result from Defendants putting fraudulently converted property to a profitable use. Defendants should be ordered to disgorge all monies fraudulently taken from individuals. Such disgorgement should be for the benefit of victimized consumers and the State of Texas.

### **WRIT TO ISSUE WITHOUT BOND**

29. The State requests that the Clerk of the Court issue such Writs of Injunction and/or Writs of Restraint pursuant to any Injunction or Ex Parte Temporary Restraining Order issued by this Court in conformity with the law, and that same be issued and be effective without the execution and filing of a bond as Plaintiff, the State of Texas, is exempt from such bonds under Tex. Bus. & Com. Code Ann. § 17.46(b).

### **PRAYER**

30. WHEREFORE, Plaintiff prays that Defendants be cited according to law to appear and answer herein; that upon review and consideration of the pleading, exhibits and affidavits filed herewith, that this Court issue an EX PARTE TEMPORARY RESTRAINING ORDER WITH ASSET FREEZE, to be served upon Defendants and other third parties in possession of assets of Defendants; that leave be granted for the State to engage in discovery prior to the Temporary Injunction Hearing; that after due notice and hearing a TEMPORARY INJUNCTION be issued; that this matter be set for trial; and upon final hearing a PERMANENT INJUNCTION be issued, restraining and enjoining Defendants, their agents, employees, and representatives and any other

person in active concert or participation with Defendants who receives actual notice of the injunction by personal service or otherwise, from the following acts and practices:

- A. Transferring, concealing, destroying, or removing from the jurisdiction of this Court any books, records, documents, or other written or computer generated materials relating to the business of Defendants currently or hereafter in Defendants' possession, custody or control except in response to further orders or subpoenas in this cause.
- B. Transferring, spending, hypothecating, concealing, encumbering, withdrawing, removing, or allowing the transfer, removal, or withdrawal from any financial institution or from the jurisdiction of this Court any money, stocks, bonds, assets, notes, equipment, funds, accounts receivable, policies of insurance, trust agreements, or other property, real, personal or mixed, wherever situated, belonging to or owned by, in the possession or custody of, standing in the name of, or claimed by Defendants without further order of this Court.<sup>2</sup>
- C. Opening or causing to be opened any bank account, safe deposit boxes, or storage facilities titled in the name of Defendants or any of Defendants' assumed names, or subject to access or control by Defendants, without providing Plaintiff and the Court

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<sup>2</sup> Specific Bank accounts in the name of or controlled by Defendants include, but are not limited to the following:

Each of these shall be listed in such redacted form in the Temporary Restraining Order with Asset Freeze. Statements for these accounts show that all of the credits into the accounts come directly from client fees of Advocate for the Consumer (Mediation) LLC d/b/a Legal Advocate for the Consumer and d/b/a A Consumer Advocate.

- prior notice by motion seeking such access.
- D. Representing that Defendants operate a mediation business with experienced mediators;
  - E. Representing that Defendants have a long history of success in terminating timeshare contracts;
  - F. Passing off services as those of another by using false names and faked pictures;
  - G. Causing confusion or misunderstanding as to the approval and associations of Defendants' services, by leading consumers to believe that governmental agencies are involved with or approve of Defendants' practices;
  - H. Causing confusion as to the source of services by leading consumers to believe that Defendants work with attorneys to provide services;
  - I. Representing that services have characteristics, uses, and benefits that they do not have by representing that Defendants will work to obtain a refund of consumers' timeshare purchase;
  - J. Representing that the contract with Advocate for the Consumer confers rights and remedies that it does not have by representing that the agreement will result in the termination of the consumers' obligations to their timeshare contract;
  - K. Falsely representing that refunds will be provided if Defendants are not successful in performing promised services;
  - L. Failing to disclose that timeshare companies do not in fact have a history of negotiating contract terminations through Defendants;
  - M. Practicing law without a license;

- N. Stating or implying that Defendants are attorneys licensed to practice law in this State or that Defendants have an attorney on staff to assist them with representation of clients;
  - O. Representing that any business entity, program, or service affiliated with Defendants can provide mediation services, without truthfully clearly and conspicuously disclosing whether or not the entity, program, or service has any association with or any participation by any lawyers or any law firm;
  - P. Advertising or selling any good or service without clearly and conspicuously disclosing all the material terms of that good or service prior to accepting any form of payment for that good or service;
  - Q. Representing that a business entity, program or service which is affiliated with Defendants has benefits which it does not have; and
  - R. Representing, directly or by implication, that the Consumer Protection Division or the Office of the Attorney General has approved any good or service sold or offered for sale by Defendants, or approved of any of Defendants' business practices.
31. The State respectfully further prays that the Court will:
- A. Grant Judgment against the Defendants, jointly and severally, and order the Defendants to pay to the State civil penalties of up to \$20,000 for each and every violation of the DTPA and a civil penalty of up to \$250,000 per violation of the DTPA calculated to acquire money from a consumer who was 65 years or older pursuant to 17.47(c) of the Texas Business and Commerce Code;
  - B. Grant a Judgment against the Defendants, jointly and severally, and order the

Defendants to restore all money or other property acquired by means of unlawful acts or practices, or in the alternative, to compensate identifiable persons for actual damages;

- C. Order the disgorgement of Defendants' assets, as provided by law;
- D. Order that Defendants be adjudged pre-judgment and post-judgment interest at the highest lawful rate;
- E. Order that all fines, penalties or forfeitures payable to and for the benefit of the State are not dischargeable under bankruptcy pursuant to 11 U.S.C. § 523(a)(7); and
- F. Grant a Judgment against the Defendants and order the Defendants to pay the State attorneys' fees and costs of Court as provided by the laws of the State of Texas, including but not limited to, TEX. GOV. CODE ANN. §402.006(c);

32. The State further prays for the appointment of a Temporary and Permanent Receiver, as may become necessary, to locate, conserve and manage Defendants' assets so as to minimize harm to consumers who contracted with Defendants, or to sequester Defendants' assets if Defendants have been ordered by this Court to make restitution and Defendants have failed to do so within three months after the order to make restitution has become final and nonappealable; and as may be necessary to comply with and obey any Orders and Judgments issued by the Court.

33. The State prays leave of Court to engage in discovery, issue subpoenas, take telephonic, video, written, and other depositions, and require production of documents in connection therewith, prior to any scheduled temporary injunction hearing upon reasonably shortened notice to the Defendants.

34. The State prays that all relief be denied Defendants and that the State receives such

other and further relief to which it is justly entitled.

Respectfully submitted,

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LIST OF ATTACHED EXHIBITS:

EXHIBIT A Verification (pursuant to Tex. Rules of Civil Procedure 680 and 682).

EXHIBIT B Affidavit of Maria Bitting (Consumer)

- EXHIBIT C Affidavit of Brenda Dillard (Consumer)
- EXHIBIT D Affidavit of Gary D. Kerbow (Consumer)
- EXHIBIT E Affidavit of Linda Colton (ex-employee of Legal Advocate for the Consumer)
- EXHIBIT F Affidavit of Joe Conner (Chief Financial Officer of Silverleaf)
- EXHIBIT G Affidavit of Kelle Slaughter (Office of the Attorney General Investigator)
- EXHIBIT H Affidavit of Roosevelt Johnson, Jr. (Consumer)
- EXHIBIT I Affidavit of George Pridgen (Consumer)
- EXHIBIT J Affidavit of Benjamin Vincent (Consumer)
- EXHIBIT K Affidavit of Martin Ybarbo (Consumer)