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CONSUMER ADVOCATE &
PROTECTION DIVISION

IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, TENNESSEE
FOR THE NINETEENTH JUDICIAL DISTRICT AT CLARKSVILLE,
TENNESSEE

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| STATE OF TENNESSEE, | ) | |
| | ) | |
| Plaintiff, | ) | |
| | ) | |
| v. | ) | No. 50500795 |
| | ) | |
| BRITLEE, INC. d/b/a The MILITARY ZONE a/k/a MILITARYZONE.COM, AND LAPTOYZ COMPUTERS AND ELECTRONICS; STUART L. JORDAN, individually and d/b/a BRITLEE, INC. and MILLENIUM FINANCE, INC.; MILLENIUM FINANCE, INC.; and ROME FINANCE COMPANY, INC., | ) | Judge Ross Hicks |
| | ) | |
| Defendants. | ) | |

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## ORDER GRANTING THE STATE'S MOTION FOR PARTIAL SUMMARY JUDGMENT AND DENYING DEFENDANT ROME FINANCE, INC.'S MOTION FOR SUMMARY JUDGMENT

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This cause came to be heard on July 24, 2007, and after reviewing the excellent briefs and hearing the oral arguments, The Court is of the opinion that there is no genuine issue of material fact with regard to the validity of the forum-selection clause used in Rome's credit application and credit agreement, and that the current language, as it exists in that document, is void as a matter of public policy. And, therefore, the State's motion for summary judgment is granted and Rome's motion is denied.

It is apparent to The Court that the clear language of Tenn. Code Ann. Section 47-18-



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113(b) which became effective July 1, 1999, prohibits the use of such a forum-selection clause. The Tennessee Supreme Court has held that "if the language of a statute is clear, we must apply its plain meaning without a forced interpretation." And as is stated in the statute itself, any provisions in an agreement that contains such language that restricts jurisdiction or venue to a forum outside this state or that requires the application of laws in another state is, "void as a matter of public policy." It is the obligation of this Court to give effect to the statutes of the duly-adopted statutes of the State of Tennessee, and it is the intention of this Court to do so.

Further, the court finds that Rome did not disclose in its credit application and credit agreement that the forum selection clause contained therein might be invalid and void in Tennessee, in violation of the Tennessee Consumer Protection Act. However, prior to awarding civil penalties for these violations, The Court wants to hear more about whether consumers have been victimized by the forum-selection clause. So The Court will defer for another day issues related to attorney's fees and civil penalties.

THEREFORE, THIS COURT HEREBY HOLDS AND ORDERS the following:

1. Rome's motion for summary judgment is denied;
2. The State's motion for partial summary judgment is granted;
3. By no later than 30 days following the date of entry of this Order, Rome shall provide counsel for the State and file with this Honorable Court copies of each and every Rome "Credit Application and Credit Agreement" forms that have been signed by a consumer in the State of Tennessee since

the effective date of the current Tenn. Code Ann. § 47-18-113(b), which is July 1, 1999;

4. Rome shall also, within thirty (30) days of this order, provide counsel for the State and file with this Honorable Court a list of all "Credit Application and Credit Agreement" forms, signed by a consumer in the State of Tennessee since July 1, 1999, that have been the subject of any suit by or against Rome in any state other than Tennessee.

5. All personally identifying information contained in the Credit Applications and Credit Agreements referenced in Paragraphs 3 and 4 immediately above shall be, when filed with this Honorable Court, filed under seal to protect the affected consumers from possible identity theft;

6. Each forum selection clause in a Rome "Credit Application and Credit Agreement" that has been signed by a consumer in the State of Tennessee, after July 1, 1999, is void and unenforceable as set forth in Tenn. Code Ann. § 47-18-113(b);

7. The Court will hold in abeyance the question of the award of civil penalties under Pursuant to Tenn. Code Ann. § 47-18-108(b)(3), and the award of reasonable attorneys' fees, costs and expenses associated with the investigation and prosecution of this Motion, to the State, as authorized by Tenn. Code Ann. § 47-18-108(b)(4), until the final adjudication of this

matter;

8. Rome is hereby permanently enjoined and prohibited from including any clause in any Rome agreement or stipulation, verbal or written, restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state with respect to any claim that could arise under or relate to the Tennessee Consumer Protection Act and related acts set forth in Title 47 of the Tennessee Code Annotated. No cost bond is required pursuant to Tenn. Code Ann. § 47-18-108(a)(4);

9. Rome is hereby permanently enjoined and prohibited from using any forum selection clause contained in any agreement signed by a consumer in the State of Tennessee, as a basis for obtaining or maintaining jurisdiction over such agreements in the courts of any state other than Tennessee;

10. All costs associated with the State's Motion for Partial Summary Judgment, Defendant Rome's Motion for Summary Judgment and the July 24, 2007 hearing shall be taxed to Defendant Rome Finance, Inc.

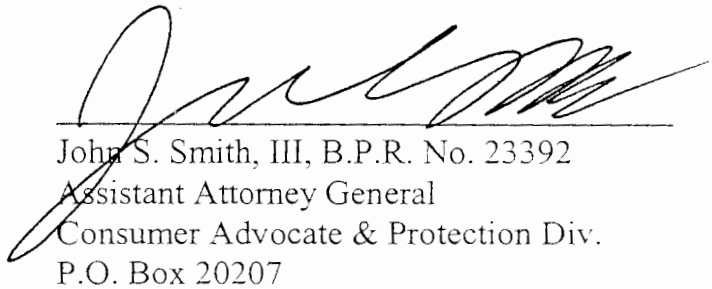
SO ORDERED this 23rd day of Aug., 2007,

**/S/ ROSS H. HICKS**

ROSS HICKS
Circuit Court Judge
Nineteenth Judicial District at Clarksville, Tennessee

**APPROVED FOR ENTRY:**

OFFICE OF THE ATTORNEY GENERAL



John S. Smith, III, B.P.R. No. 23392
Assistant Attorney General
Consumer Advocate & Protection Div.
P.O. Box 20207
Nashville, TN 37202-0207
Telephone: (615) 532-3382
Facsimile: (615) 532-2910
*Attorney for Plaintiff, State of Tennessee*

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was sent August 9, 2007, via electronic mail, facsimile and via United States first class mail, postage prepaid, to the following:

John S. Hicks, Esquire
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
Commerce Center
211 Commerce Street, Suite 1000
Nashville, TN 37201
(615) 726-7337
Fax: (615) 744-7337

jhicks@bakerdonelson.com

**Counsel for Defendants Stuart L. Jordan, Britlee, Inc., and Millenium Finance, Inc.**

and

Hugh J. Moore, Jr., Esquire
William R. Hannah, Esquire
Thomas Greenholtz, Esquire
Chambliss, Bahner & Stophel, P.C.
1000 Tallan Building
Two Union Square
Chattanooga, Tennessee 37402
Phone: (423) 757-0235
Fax: (423) 508-1235

hmoore@cbslawfirm.com
whannah@cbslawfirm.com

tgreenholtz@cbslawfirm.com hmoore@cbslawfirm.com hmoore@cbslawfirm.com

**Counsel for Defendant Rome Finance Company, Inc.**

John S. Smith, III
Assistant Attorney