

8th
IN THE CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
FOR THE 20TH JUDICIAL DISTRICT AT NASHVILLE

FILED

JUL 18 PM 1:25
RICHARD R. ROCKER, CLERK

STATE OF TENNESSEE, ex rel. HERBERT)
H. SLATTERY III, Attorney General and)
Reporter,)
)
Plaintiff,)
)
v.)
)
OPERATION TROOP AID, INC. and)
MARK WOODS, individually and as principal)
of Operation Troop Aid,)
)
Defendants.)

Estone D.C.

No. _____

AGREED FINAL JUDGMENT

1. Plaintiff, the State of Tennessee, in conjunction with the Multistate Group,¹ by and through their respective Attorneys General, and the defendants, Operation Troop Aid, Inc. (OTA), a Tennessee nonprofit corporation, and Mark Woods as the founder, president, and chief executive officer of OTA, consent, subject to this Court's approval, to the entry of this Agreed Final Judgment and its provisions.

2. Defendants enter into this Judgment to avoid the time and expenses associated with litigation. This is a final Judgment for which execution may issue.

¹ Multistate Group members are the Attorneys General of the following states: California, Delaware, Georgia, Idaho, Illinois, Kansas, Louisiana, Maryland, Nevada, New York, North Carolina, Pennsylvania, Tennessee, Virginia, and Washington. Hawaii is represented on this matter by its Office of Consumer Protection, an agency which is not part of the State Attorney General's Office, but which is statutorily authorized to undertake consumer protection functions, including legal representation of the State of Hawaii. For simplicity purposes, the entire group will be referred to as "Attorney General" or individually as "Attorney General" and the designations, as they pertain to Hawaii, refer to the Executive Director of the State of Hawaii's Office of Consumer Protection.

3. Defendants expressly waive the ten-day notice of the Attorney General's intention to file an action pursuant to Tenn. Code Ann. § 47-18-108(a)(2).
4. Defendants accept and expressly waive any defect in connection with service of process issued to Defendants by Plaintiff.
5. Defendants consent to the entry of this Judgment without further notice.
6. Aside from proceeding related to compliance with this Judgment, Defendants waive any right to add, alter, amend, appeal, petition for certiorari, or move to reargue or rehear connection with any proceeding related to this Judgment
7. In the event the Court shall not approve this Judgment, it shall be of no force and effect.
8. This Judgment shall bind Defendants and shall be binding on any and all future purchasers, merged parties, inheritors, or other successors in interest.

DEFINITIONS

9. As used in this Judgment, the following words or terms shall have the following meanings:
 - a. "Nonprofit Corporation" means a "public benefit corporation" as defined in the Tennessee Nonprofit Corporation Act and as defined in section 501(c)(3) of the Internal Revenue Code.
 - b. "Parties" means the plaintiff, through the Attorney General, including all states participating in the Multistate Group, and Defendants.
 - c. "Defendants" means OTA and Mark Woods.
 - d. "Multistate Group" means the group of sixteen (16) state Attorneys General jointly engaged in this investigation and Judgment. It is led by the states of Tennessee and New York, together with the Attorneys General of Nevada, North Carolina, Washington, California, Delaware, Georgia, Hawaii, Idaho, Illinois, Kansas, Louisiana, Maryland, Pennsylvania, and Virginia.

JURISDICTION AND VENUE

10. The parties admit that this Court has jurisdiction over the subject matter and Defendants for the purpose of entering into and enforcing this Judgment. The Court retains jurisdiction for the purpose of enabling the Parties to apply for such further orders and directions as may be necessary or appropriate for the construction, modification, or execution of, or compliance with, this Judgment.

11. Pursuant to Tenn. Code Ann. § 47-18-108(a)(3), venue as to all matters between the Parties relating to this Judgment shall be in the Circuit Court of Davidson County, Tennessee.

FINDINGS

12. Defendants represent and warrant that the execution and delivery of this Judgment is a free and voluntary act, this Judgment is a result of good faith negotiations, and that Defendants agree the Judgment and its terms are fair and reasonable. Further, Defendants represent and warrant that no offers, agreements, or inducements of any nature whatsoever have been made to Defendants by Plaintiff, or any employee of the Attorney General or of any Attorney General of the Multistate Group, to procure this Judgment.

13. Defendants represent and warrant that Operation Troop Aid, Inc. and Mark Woods are the true legal names of the individuals and entities entering into this Judgment and that they are proper parties thereto.

14. Defendants represent that signatories to this Judgment have authority to act for and bind Defendants.

15. Defendants represent and warrant that they have reviewed and are in agreement with the findings of fact as stated herein.

16. Defendant OTC represents and warrants that it was incorporated in Tennessee and has been in business in state of Tennessee and in multiple other states by way of a charitable co-venture relationship(s).

17. Defendants represent and warrant that the financial forms along with any supplemental information provided to the Attorney General at any point continue to be true, accurate, and complete and that they did not withhold any information.

18. Defendants understand that Plaintiff expressly relies upon all of the representations and warranties set forth in this Judgment and that if any is false, misleading, deceptive, incomplete, or inaccurate in any way, the State may move to vacate or set aside this Judgment in whole or in part, and move to hold Defendants in contempt, and require that all payments described within this Judgment become immediately due and payable.

19. Defendants represent and warrant that they operated a Tennessee nonprofit corporation for the stated purpose of sending care packages to servicemembers of all branches of the military, primarily to servicemembers during deployment.

20. In the conduct of the operations of OTA, Defendants represent and acknowledge that from at least 2012 through December 31, 2017, they engaged in a co-venturing relationship with Harris Originals of NY, Inc., Harris Originals of TN, Inc., and other related corporate entities, collectively known and doing business as Harris Jewelry. Harris Jewelry operates a retail jewelry store chain that specifically markets and sells to servicemembers. There has never been a written agreement between Harris Jewelry and OTA governing this co-venture relationship.

21. In this co-venture between OTA and Harris Jewelry, Harris Jewelry created a program entitled "Operation Teddy Bear," in which its retail stores sold teddy bears of various sizes dressed in military uniforms. For each bear sold, depending on the size of the bear, a fixed

dollar amount was to be donated to OTA for the express purpose of sending care packages to servicemembers.

22. OTA acknowledges that it never undertook any oversight of Harris Jewelry's Operation Teddy Bear, which was consistently publicly advertised as a promotion to support OTA. OTA never requested an accounting of the numbers of bears sold, nor sought any information from Harris Jewelry as to the appropriateness of the per-bear dollar figure that was purportedly sent to OTA. Moreover, OTA never provided Harris Jewelry with any specific or documented information as to how the funds donated by Harris Jewelry were used or how many care packages were sent to servicemembers.

23. Defendants further represent and warrant that OTA failed to maintain any donated funds as restricted funds, even when designated for a particular purpose. Defendants also represent that funds were improperly expended on non-charitable purpose, and that OTA took actions and made expenditures without any discussion, approval, or oversight by OTA's board of directors.

24. Additionally, both in how it conducted the co-venture with Harris Jewelry, and for using donated funds for purposes other than those expressly represented as the charitable purpose of OTA, Defendants acknowledge that they engaged in unfair, false, misleading, or deceptive solicitation and business practices.

25. Based upon these undisputed findings of the plaintiff and the Multistate Group, OTA further warrants that it violated Tenn. Code Ann. § 48-101-519; expended funds raised for charitable purposes on non-charitable purposes in violation of Tenn. Code Ann. § 48-101-513; engaged in unfair, false, misleading or deceptive solicitation practices in violation of Tenn. Code Ann. § 48-101-513; and took action and made expenditures without the appropriate votes and approvals from the board of directors in violation of Title 48, Chapters 57 and 58.

26. Because Defendants operate a Tennessee nonprofit and this Judgment is therefore sought in the state of Tennessee, the statutory citations referenced herein are to Tennessee statutes. For the purposes of reaching a global resolution, Defendants acknowledge and warrant that the findings as stated herein are sufficient to establish violations of any corresponding statutes of each Multistate Group member's state.

PERMANENT INJUNCTION

27. OTA hereby agrees to dissolve its operations and corporate identity. Defendants further agree to comply with all rules and requirements set forth by the Tennessee Department of State for such a dissolution, and abide by all terms of the Assurance of Voluntary Compliance entered into with the Office of Tennessee Attorney General contemporaneously with this Judgment.

28. Mark Woods hereby agrees to refrain from certain involvement with nonprofit corporations, charitable organizations, or charitable trusts. Specifically, Mr. Woods agrees that he will not become an employee, officer, director, board member, trustee, or assume any fiduciary role with any nonprofit corporation, organization, or trust. Mr. Woods agrees that he will not solicit on behalf of any nonprofit corporation, organization, or trust. Mr. Woods may volunteer for a nonprofit corporation, organization, or trust in a non-fiduciary capacity, provided such volunteering does not involve the solicitation of charitable funds. Mark Woods and OTA further agree to refrain from violating any other state charitable solicitation statutes. This agreement does not bar Mr. Woods from participating as a member, organizer, or employee of a religious institution, so long as such position is in a non-fiduciary capacity.

PAYMENT OF CIVIL PENALTIES

29. The plaintiff has imposed a civil penalty of ten thousand dollars (\$10,000) against

Defendants, pursuant to Tenn. Code Ann. § 47-18-108(b)(3). Defendants acknowledge that they have received notice of the imposition of this civil penalty. Defendants agree that they will not contest this civil penalty.

30. In light of OTA's financial status, and in order to deter Mr. Woods from engaging in certain roles with nonprofit corporations, organizations, or trusts, the ten thousand dollars (\$10,000) civil penalty shall be held in abeyance unless and until OTA and/or Mr. Woods fails to fully comply with the injunctive or other terms described herein, and this obligation will be enforceable by Tennessee or any other member state of the Multistate Group.

EXECUTION UPON DEFAULT

31. For purposes of enforcing any monetary portion of this Judgment in the event of default, service shall be effective upon mailing a notice via certified mail return receipt requested to Defendants' mailing addresses of record set forth in the notice section below. If no response is received within 30 days, the Attorney General of any Multistate Group participant may obtain a default judgment or other adverse ruling.

32. In the event of default of any monetary provision of this Judgment or any substantive proceeding based upon the monetary amount, Defendants agree that all statements contained in this Judgment shall be deemed to be admitted for the limited purpose of establishing non-dischargeability of all sums paid.

33. Defendants agree that in any subsequent proceeding based upon the monetary amount set forth in this Judgment, Defendants shall not contest Plaintiff's or any Multistate Group member's right to obtain the full amount of the civil penalty, including statutory interest, attorney's fees and costs due and owing, shall reaffirm any such debt if necessary in order to completely fulfill Defendants' monetary obligations, and shall not object in any manner or form that is

contradictory to the terms of this Judgment or to any proof of claim filed by Plaintiff.

COMPLIANCE

34. Defendants agree to continue to aid Plaintiff and all members of the Multistate Group in their investigation into Harris Jewelry by providing any and all information requested by the plaintiff, and any other information pertaining to and/or relevant to their investigation.

35. Defendants agree that that this Judgment and the agreement for the voluntary dissolution of OTA are dependent on each other, such that any non-compliance with one will be deemed non-compliance with the other.

36. By agreeing to this Judgment, Defendants reaffirm and attest to the truthfulness, accuracy, and completeness of all of the information provided by Defendants to the Multistate Group prior to entry of this Judgment. The plaintiff's agreement to this Judgment and acceptance by the Multistate Group members is expressly premised upon the truthfulness, accuracy, and completeness of the information provided by Defendants to Multistate Group throughout the course of the investigation of this matter, which was relied upon by the Multistate Group in negotiating and agreeing to the terms and conditions of this Judgment.

37. The plaintiff has the right to conduct undercover investigations of Defendants for the purpose of confirming compliance with this Judgment and state law. The plaintiff's undercover investigators are not required to disclose that they are representatives of the State when making contact with Defendants. Further, the plaintiff may record (audio and/or video) any or all aspects of its interaction with Defendants without notice to Defendants.

GENERAL PROVISIONS

38. The acceptance of this Judgment by Plaintiff and members of the Multistate Group shall not be deemed approval by the plaintiff or members of the Multistate Group of any of Defendants' advertising or business practices. Further, neither Defendants nor anyone acting on

his/its behalf shall state or imply or cause to be stated or implied that the State, the Attorney General, the plaintiff, or any other governmental unit has approved, sanctioned or authorized any practice, act, advertisement or conduct of the Defendants.

39. Defendants understand that the execution of this Agreed Final Judgment, and the Assurance of Voluntary Compliance given to the Tennessee Secretary of State executed concurrently with this Judgment (and incorporated here by reference), are contingent with one another, and that the penalties assessed in each document considers those assessed in the other.

40. This Judgment may be enforced by Plaintiff and/or any member of the Multistate Group, Defendants, and this Court.

41. No waiver, modification, or amendment of the terms of this Judgment shall be valid or binding unless approved by this Court.

42. Any failure by any party to this Judgment shall not be deemed a waiver of any of the provisions of this Judgment, and such party, notwithstanding such failure, shall have the right to thereafter insist upon the specific performance of any and all of the provisions of this Judgment and the imposition of any applicable penalties, including, but not limited to, contempt, civil penalties and/or the payment of attorney's fees and other applicable laws.

43. If any clause, provision, or section of this Judgment shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this Judgment, and this Judgment shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.

44. Defendants will not participate, directly or indirectly, in any activity to form a separate entity or corporation for the purpose of engaging in acts or practices, in whole or in part,

in the State, that are prohibited in this Judgment, or for any other purpose which would otherwise circumvent any part of this Judgment or the spirit or purpose of this Judgment.

45. This Judgment may be executed in any number of counter parts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof, and all together which shall constitute one and the same document. One or more counterparts of this Judgment may be delivered by electronic transmission with the intent that it or shall constitute an original counterpart thereof.

46. Defendants agree that the facts as alleged in the complaint filed in this action shall be taken as true in any subsequent litigation filed by Plaintiff or any member of the Multistate Group to enforce its rights pursuant to this Judgment, including but not limited to, a non-dischargeability complaint in any bankruptcy proceeding.

47. Nothing in this Judgment shall be construed to affect, limit, or alter any private right of action that any consumer, person, entity, or any local, state, federal or other governmental entity that is not part of the Multistate Group, may hold against Defendants.

48. Defendants agree to provide books, records, and documents to the Multistate Group at any time upon request and to provide testimony and other information under oath relating to compliance with this Judgment and/or the Multistate Group's continued investigation into Harris Jewelry. Defendants shall make any requested information available, in writing, within one week of the request at the Office of the Attorney General in any member of the Multistate Group. This section shall in no way limit Plaintiff's or any other Multistate Group member's right to obtain documents, information, or testimony pursuant to any federal or state law, regulation, or rule.

49. All court costs associated with this action and any other incidental costs or expense incurred thereby shall be borne by Defendants. No costs shall be taxed to Plaintiff or any member

of the Multistate Group. Further, no discretionary costs shall be taxed to Plaintiff or any member of the Multistate Group.

NOTICES


50. Any notices required to be sent to Plaintiff or Defendants by this Judgment shall be sent by certified United States mail, certified mail return receipt requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the document. The documents shall be sent to the following addresses:

<p>For the Tennessee Attorney General: Deputy Attorney General Consumer Protection & Advocate Division Tennessee Attorney General's Office P.O. Box 20207 Nashville, Tennessee 37202-0207 Telephone: (615) 741-1671</p> <p>For the Multistate Group: Deanna R. Nelson Assistant Attorney General In Charge New York State Office of the Attorney General Watertown Regional Office Dulles State Office Building, 10th Floor Watertown, New York 13601 Telephone: (315) 523-6080</p>	<p>For the Defendants: Alex Little, Esq. Bone McAllester Norton PLLC 511 Union Street, Suite 1600 Nashville, TN 37219 Telephone: (615) 238-6395</p>
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51. For a period of five years after the Judgment is filed, Defendants shall be required to provide the Attorney General with any changes to the above contact information 10 days prior to any change becoming effective.

IT IS SO ORDERED.

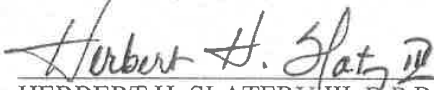
7/18/18
DATE



CIRCUIT JUDGE

JOINTLY APPROVED AND SUBMITTED FOR ENTRY:

FOR THE PLAINTIFF:



HERBERT H. SLATTERY III, B.P.R. No. 9077
Attorney General and Reporter



TRAVIS BROWN, B.P.R. No. 34164
Assistant Attorney General
Consumer Protection & Advocate Division
Public Protection Section
Tennessee Attorney General's Office
315 Deaderick Street, 20th Floor
Nashville, Tennessee 37243
Telephone: (615) 741-3533
travis.brown@ag.tn.gov

Attorneys for Plaintiff, State of Tennessee

JOINTLY APPROVED AND SUBMITTED FOR ENTRY:

FOR DEFENDANTS OPERATION TROOP AID, INC., AND MARK WOODS:

ALEX LITTLE, ESQ., B.P.R. No. 29858
Bone McAllester Norton PLLC
511 Union Street, Suite 1600
Nashville, TN 37219
Telephone: (615) 238-6395
alittle@bonelaw.com

*Attorneys for Defendants Operation Troop Aid Inc.
and Mark Woods*

State v. Operation Troop Aid Inc. and Mark Woods

JOINTLY APPROVED AND SUBMITTED FOR ENTRY:

FOR THE PLAINTIFF:

HERBERT H. SLATERY III, B.P.R. No. 9077
Attorney General and Reporter

TRAVIS BROWN, B.P.R. No. 34164
Assistant Attorney General
Consumer Protection & Advocate Division
Public Protection Section
Tennessee Attorney General's Office
315 Deaderick Street, 20th Floor
Nashville, Tennessee 37243
Telephone: (615) 741-3533
travis.brown@ag.tn.gov

Attorneys for Plaintiff, State of Tennessee

JOINTLY APPROVED AND SUBMITTED FOR ENTRY:

FOR DEFENDANTS OPERATION TROOP AID, INC., AND MARK WOODS:

 *by permission*
ALEX LITTLE, ESQ., B.P.R. No. 29858
Bone McAllester Norton PLLC
511 Union Street, Suite 1600
Nashville, TN 37219
Telephone: (615) 238-6395
alittle@bonelaw.com

*Attorneys for Defendants Operation Troop Aid Inc.
and Mark Woods*

State v. Operation Troop Aid Inc. and Mark Woods

DEFENDANT MARK WOODS' SIGNATURE AND ACKNOWLEDGMENT

I, Mark Woods, being first duly sworn on oath, depose and say that I have read and understand this Judgment and each of its terms. I consent to the entry of this Judgment. I agree to each and every term contained herein.


Mark Woods

SUBSCRIBED AND SWORN to before
me this 18th day of JULY, 2018.


Notary Public
My Commission Expires: 09/07/21



DEFENDANT OTA'S SIGNATURE AND ACKNOWLEDGMENT


Defendant Operation Troop Aid, Inc. has read and understands this Judgment and each of its terms. Defendant consents to the entry of this Judgment. Defendant agrees to each and every term contained herein.

I, Mark Woods, being first duly sworn on oath, depose and say that I am an officer of Operation Troop Aid and am fully authorized and empowered to sign this Judgment on behalf of Operation Troop Aid and bind the same to the terms hereof.



Mark Woods
President

SUBSCRIBED AND SWORN to before
me this 18th day of July, 2018.


Notary Public
My Commission Expires: 09/07/21



STIPULATION

Agreed Final Judgment as Settlement Agreement

1. Parties. The parties to this Stipulation—Agreed Final Judgment as Settlement Agreement (“Stipulation”) are Operation Troop Aid Inc. (“OTA”), Mark Woods, individually and as principal of OTA (collectively, “Defendants”), and the Multistate Group as identified in the annexed Agreed Final Judgment, duly filed in the courts of the State of Tennessee.

2. Binding Stipulation. The Parties agree that this Stipulation incorporates and adopts as though fully restated herein all terms in the annexed Agreed Final Judgment, and:

- a. contains the essential terms resolving claims or potential claims under all potentially applicable nonprofit, co-venture, charitable solicitation, and consumer protection laws, as well as common law and equitable claims, that the signatory Party could have brought, as though the signatories were all parties to the Agreed Final Judgment;
- b. is fully binding and the Agreed Final Judgment is enforceable by the Parties as though they were named parties in the Agreed Final Judgment, notwithstanding any additional documents which may or may not be required to implement its terms in each respective state in the Multistate Group.

3. Execution of Additional Documents, Decrees, or Judgments. Defendants agree to provide prompt cooperation to any member state in the Multistate Group seeking to further memorialize or implement this Stipulation through execution of any additional documents, such as an assurance of voluntary compliance and/or the entry of consent decrees or orders incorporating the terms of this Stipulation, including but not limited to injunctive relief, provided however, that such additional documents, decrees or orders shall not materially modify the terms of this Stipulation or the Agreed Final Judgment. A state where judicial approval is required to enforce the Agreed Final Judgment in its own court of law will promptly (within 60-days of the entry of the Agreed Final Judgment in the State of Tennessee) provide Defendants for review,

comment, and execution of such additional court papers as may require execution by OTA and Mark Woods. To the extent that any state that requires judicial approval does not secure such approval, the Stipulation remains in full force and effect as memorializing the settlement agreement between the Parties, and violations thereof may be utilized as prima facie proof of violations of the underlying state claims alleged.

4. Relief. The relief obtained by the Multistate Group in the Agreed Final Judgment will apply equally and will be immediately implemented as to all states represented in the Multistate Group once approved by the Tennessee Court. However, should Defendants be required to pay any or all of the suspended civil penalty assessed in the Agreed Final Judgment, proof of payment of any portion of the penalty in satisfaction of that requirement to any particular state in the Multistate Group shall deem that penalty satisfied as to all states in the Multistate Group.

5. Release. This Stipulation acknowledges the Multistate Group's acceptance of the terms of the Agreed Final Judgment and releases OTA and Mark Woods from all claims asserted, or which might have been asserted, by the Multistate Group arising from the acts and omissions of the defendants relative to the operation of a nonprofit organization, or otherwise arising out of the allegations set forth and incorporated within the Agreed Final Judgment. Nothing in this Stipulation shall relieve OTA and/or Mark Woods of their obligation to comply with all applicable state and federal laws.

6. Private Rights of Action. Except as otherwise provided in connection with the releases discussed above, the Stipulation shall not bar private causes of action, if any. However, nothing in this Stipulation shall be deemed to create any right in a nonparty to enforce any aspect of this Stipulation or claim any legal or equitable injury for violation of this Stipulation. The

exclusive right to enforce any violation or breach of this Stipulation shall be with the Parties to this Stipulation.

7. No Waivers. The failure of any party to exercise any rights under this Stipulation shall not be deemed a waiver of any right or any future rights. If any part of this Stipulation or the Agreed Final Judgment shall for any reason be found or held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of the Stipulation or the Agreed Final Judgment, which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

8. Authority of Signatories to Bind the Parties. Each of the persons who signs below affirms that they have the authority to execute this Stipulation on Behalf of the Party whose name appears next to the signature, and that this Stipulation is a binding obligation enforceable against said Party under applicable state law.

9. This Stipulation may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Stipulation. Signatures by facsimile or other electronic imaging shall be deemed to constitute original signatures.

10. The Parties agree to enter into this Stipulation for the purpose of avoiding prolonged and costly litigation, and in furtherance of the public interest. Each of the Parties warrants and represents that the terms of this Stipulation were negotiated in good faith.

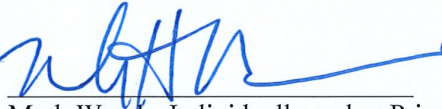
11. The terms of this Stipulation may be modified only by a subsequent written agreement signed by all the Parties.

FOR DEFENDANTS:
OPERATION TROOP AID INC. AND MARK WOODS:

Dated: 7/18/18

 / ZCL by permission
ALEX LITTLE, ESQ.
Bone McAllester Norton PLLC
511 Union Street, Suite 1600
Nashville, TN 37219
Telephone: (615) 238-6395

Dated: 7/18/18


Mark Woods, Individually and as Principal of
OPERATION TROOP AID INC.

FOR THE MEMBERS OF THE MULTISTATE GROUP:


Dated: Jul 18, 2018 Caitlin W. Noble

OFFICE OF THE ATTORNEY GENERAL OF CALIFORNIA

By: Caitlin W. Noble, Deputy Attorney General

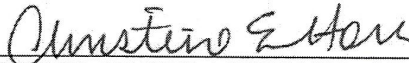
FOR THE MEMBERS OF THE MULTISTATE GROUP:

Dated: 07/13/18


OFFICE OF THE ATTORNEY GENERAL OF DELAWARE
By: Christian Wright, Deputy Attorney General

FOR THE MEMBERS OF THE MULTISTATE GROUP:

Dated: 7/13/18



OFFICE OF THE ATTORNEY GENERAL OF GEORGIA
Attorney for the State of Georgia and the Georgia Secretary of
State
By: Christine E. Hom, Assistant Attorney General

FOR THE MEMBERS OF THE MULTISTATE GROUP:

Dated: 7/13/18




OFFICE OF THE HAWAII DEPARTMENT OF COMMERCE &
CONSUMER AFFAIRS, OFFICE OF CONSUMER
PROTECTION

By: Melina D. Sanchez; Enforcement Attorney

FOR THE MEMBERS OF THE MULTISTATE GROUP:

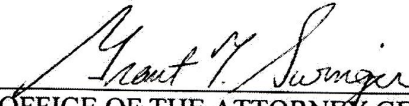
Dated: 7-11-18



OFFICE OF THE ATTORNEY GENERAL OF IDAHO
By: Jane Hochberg, Deputy Attorney General

FOR THE MEMBERS OF THE MULTISTATE GROUP:

Dated: July 13, 2018



OFFICE OF THE ATTORNEY GENERAL OF ILLINOIS
By: Grant T. Swinger, Bureau Chief

FOR THE MEMBERS OF THE MULTISTATE GROUP:

Dated: 7/13/2018

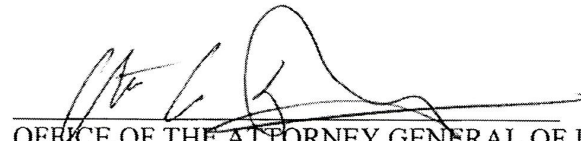
Lynette R. Bakker

OFFICE OF THE ATTORNEY GENERAL OF KANSAS

By: Lynette R. Bakker, Assistant Attorney General

FOR THE MEMBERS OF THE MULTISTATE GROUP:

Dated: 7-13-18


OFFICE OF THE ATTORNEY GENERAL OF LOUISIANA
By: Alberto A. DePuy, Assistant Attorney General

FOR THE MEMBERS OF THE MULTISTATE GROUP:

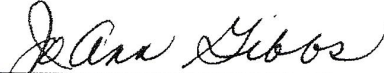
Dated: July 16, 2018

FOR THE STATE OF MARYLAND

By: Josaphine B. Yuzuik
Josaphine B. Yuzuik
Assistant Attorney General
Maryland Office of the Attorney General
Office of the Secretary of State
Fred L. Wineland Building
16 Francis Street, Annapolis, MD 21401
josaphine.yuzuik@maryland.gov
(410) 260-3855

FOR THE MEMBERS OF THE MULTISTATE GROUP:

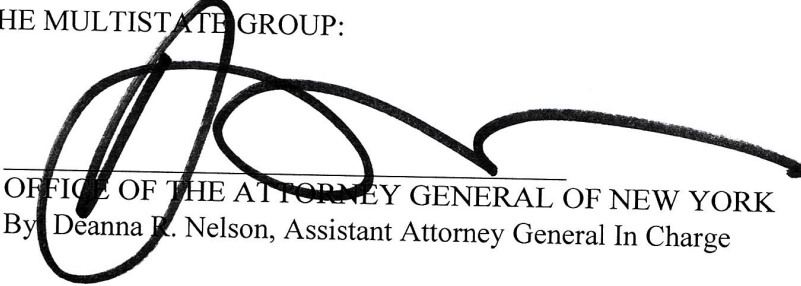
Dated: 7-10-18



OFFICE OF THE ATTORNEY GENERAL OF NEVADA
By: JoAnn Gibbs, Chief Multistate Counsel

FOR THE MEMBERS OF THE MULTISTATE GROUP:

Dated: 7-11-18



OFFICE OF THE ATTORNEY GENERAL OF NEW YORK
By Deanna E. Nelson, Assistant Attorney General In Charge

FOR THE MEMBERS OF THE MULTISTATE GROUP:

Dated: 07.16.18

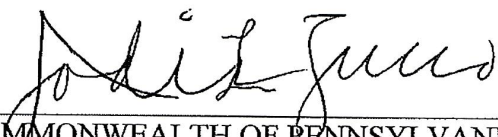
Kristine M. Ricketts

OFFICE OF THE ATTORNEY GENERAL OF
NORTH CAROLINA

By: Kristine M. Ricketts, Assistant Attorney General

FOR THE MEMBERS OF THE MULTISTATE GROUP:

Dated: 7/12/18


COMMONWEALTH OF PENNSYLVANIA
JOSH SHAPIRO, Attorney General
By: Jodi L. Zucco, Senior Deputy Attorney General

FOR THE MEMBERS OF THE MULTISTATE GROUP:

Dated: 7/12/18



OFFICE OF THE ATTORNEY GENERAL OF VIRGINIA
By: Stephen Sovinsky, Assistant Attorney General

FOR THE MEMBERS OF THE MULTISTATE GROUP:

Dated: 7/13/18


OFFICE OF THE ATTORNEY GENERAL OF
WASHINGTON
By: John A. Nelson, Assistant Attorney General

IN THE CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
FOR THE 20TH JUDICIAL DISTRICT AT NASHVILLE

FILED
2018 JUL 18 PM 1:25

RICHARD R. ROOKER, CLERK

STATE OF TENNESSEE, *ex rel.* HERBERT)
H. SLATERY III, Attorney General and)
Reporter,)

Plaintiff,)

v.)

OPERATION TROOP AID, INC. and)
MARK WOODS, individually and)
as principal of Operation Troop Aid,)

Defendants.)

Case No. _____

estone D.C.

COMPLAINT

1. The State of Tennessee, by and through Herbert H. Slatery III, Attorney General and Reporter, brings this civil law enforcement action against OPERATION TROOP AID, INC. and MARK WOODS, individually and as principal of Operation Troop Aid, for violations of the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101-131 (TCPA).

2. Defendants have operated a deceptive marketing campaign to increase donations and failed to supervise a commercial co-venturing relationship as required by relevant charities statutes.

3. The State brings this action at the request of the Director of the Division of Consumer Affairs of the Department of Commerce and Insurance and seeks injunctive relief, civil penalties, and other equitable and statutory relief as set forth below.

THE PARTIES

4. The State brings this action in its sovereign capacity through its Attorney General pursuant to Tenn. Code Ann. §§ 47-18-108 and -114.

5. The Attorney General is charged with enforcing the TCPA, which prohibits unfair or deceptive acts or practices affecting the conduct of any trade or commerce. The Attorney General may initiate civil law enforcement proceedings in the name of the State to enjoin violations of the TCPA, and to secure such equitable and other relief as may be appropriate in each case under broad grants of statutory and common law authority pursuant to Tenn. Code Ann. §§ 8-6-109 and 47-18-108(a)(1).

6. The State has reason to believe that Defendants have violated the TCPA by engaging in illegal and deceptive conduct in whole or in part in Tennessee and that this enforcement action is in the public interest.

7. Defendant OPERATION TROOP AID, INC. (“OTA”) is a Tennessee nonprofit corporation which most recently carried out its operations at 2106 Woodcliff Drive, Smyrna, Tennessee 37167-5896. OTA’s primary stated charitable purpose was to send care packages to deployed servicemembers of all branches of the military. Since

8. Defendant MARK WOODS is an individual and a resident of Tennessee. At all relevant times, Mr. Woods was the founder and chief executive officer of OTA, and personally managed the day-to-day activities and operations of OTA, including its co-venture relationship with Harris Jewelry, described in further detail, below.

9. At all times relevant to this Complaint, Defendants, acting alone or in concert with others, have formulated, directed, controlled, had the authority to control, or participated in the

acts and practices of OPERATION TROOP AID, including the unlawful acts and practices alleged in this Complaint.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction pursuant to Tenn. Code Ann. §§ 47-18-108(a) and 47-18-114. Defendants are conducting the business of the nonprofit in Tennessee and are also subject to the jurisdiction of the State's long-arm statutes, Tenn. Code Ann. §§ 20-2-214(a)(1), (2), (5), and (6), 20-2-223(a)(1), (2), (3), and (4), and 20-2-225.

11. Venue is proper in Davidson County pursuant to Tenn. Code Ann. § 47-18-108(a)(3) because it is one of the counties in which Defendants conduct, transact, or have conducted or transacted business and a county in which the alleged unfair and/or deceptive trade practices took place.

STATUTORY FRAMEWORK

12. The TCPA, Tenn. Code Ann. § 47-18-101 to -131, prohibits unfair and deceptive acts and practices in commerce.

13. The acts described below in paragraphs 14 through 19 constitute illegal, unfair, and deceptive acts and practices by a Tennessee nonprofit corporation.

FACTS

14. OTA and Mr. Woods, in the course of the operation of OTA, engaged in a co-venturing relationship with Harris Originals of NY, Inc., Harris Originals of TN, Inc., and other related corporate entities, collectively known and doing business as Harris Jewelry. Harris Jewelry operates a retail jewelry store chain that specifically markets and sells to servicemembers.

15. There has never been a written agreement between Harris Jewelry and OTA governing this co-venture relationship.

16. In this co-venture between OTA and Harris Jewelry, Harris Jewelry created a program entitled "Operation Teddy Bear," in which its retail stores sold teddy bears of various sizes dressed in military uniforms. For each bear sold, depending on the size of the bear, a fixed dollar amount was to be donated to OTA for the express purpose of sending care packages to servicemembers.

17. OTA never undertook any oversight of Harris Jewelry's Operation Teddy Bear, which was consistently publicly advertised as a promotion to support OTA. OTA never requested an accounting of the numbers of bears sold, nor sought any information from Harris Jewelry as to the appropriateness of the per-bear dollar figure that was purportedly sent to OTA.

18. OTA never provided Harris Jewelry with any specific or documented information as to how the funds donated by Harris Jewelry were used or how many care packages were sent to servicemembers.

19. OTA failed to maintain any donated funds as restricted funds, even when designated for a particular purpose. Defendants also improperly expended funds for non-charitable purposes, and Mr. Woods took actions and made improper expenditures on behalf of OTA without any discussion, approval, or oversight by OTA's board of directors.

VIOLATIONS OF THE LAW

COUNT I:

Tenn. Code Ann. § 47-18-104(a) and (b)

20. Plaintiff, the State of Tennessee, incorporates by reference and re-alleges every allegation contained in paragraphs 1–19 of this Complaint.

21. Defendants' operation of a nonprofit corporation in Tennessee with a co-venture with Harris Jewelry, as alleged herein, constitutes a "co-venture" within the meaning of Tenn. Code Ann. § 48-101-519.

22. By OTA and Mr. Woods' failure to utilize a written agreement in the course of the co-venture with Harris Jewelry, Defendants have violated § 48-101-519.

23. By expending funds raised for charitable purposes for noncharitable purposes, Defendants have violated Tenn. Code Ann. § 48-101-513(a).

24. By engaging in the illegal co-venture, improperly managing charitable funds, and expending charitable funds for reasons other than the stated charitable purpose, Defendants have engaged in unfair, false, misleading, or deceptive solicitation practices in violation of Tenn. Code Ann. § 48-101-513(b).

25. Because Defendants took action and made expenditures of OTA funds without appropriate votes, approval, or oversight from the board of directions, Defendants have violated Title 48, Chapters 57 and 58.

26. Defendants promotion, selling, and offering for sale goods and services, including the solicitation of funds to provide services to servicemembers, is a deceptive act or practice under the TCPA.

27. Defendants advertisement and solicitation as an appropriately registered nonprofit corporation in Tennessee was a deceptive trade practice in violation of the TCPA.

PRAYER FOR RELIEF

Therefore, the State, pursuant to Tenn. Code Ann. § 47-18-108(a) and (b), and -114, and this Court's own equitable powers, respectfully requests that this Court:

A. Order this Complaint be filed without cost bond as provided by Tenn. Code Ann. §§ 47-18-108(b)(4) and 47-18-116;

B. Enter judgment against Defendants and in favor of the State for each violation alleged in this Complaint;

C. Adjudge and decree that Defendants have each engaged in the aforementioned acts or practices which violate the TCPA;

D. Enter a permanent injunction to prevent future violations of the TCPA by Defendants;

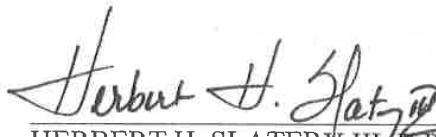
E. Order Defendants, jointly and severally, to pay civil penalties of up to \$1,000 for each violation of the TCPA, as provided by Tenn. Code Ann. § 47-18-108(b)(3);

F. Enter judgment against Defendants and in favor of the State for the reasonable costs and expenses of the investigation and prosecution of Defendants' actions, including attorneys' fees, expert and other witness fees, and costs, as provided by Tenn. Code Ann. § 47-18-108(a)(5) and (b)(4);

G. Order that all costs in this case be taxed against Defendants and no costs be taxed to the State as provided in Tenn. Code Ann. § 47-18-116; and

H. Award the State such other and additional relief as the Court may determine to be just and proper.

Respectfully submitted,



HERBERT H. SLATTERY III, B.P.R. No. 9077
Attorney General and Reporter



TRAVIS BROWN, B.P.R. No. 34164
Assistant Attorney General
Office of the Attorney General
Consumer Protection and Advocate Division
UBS Building, 20th Floor
315 Deaderick Street
Nashville, Tennessee 37243
Phone: (615) 532-5732
Fax: (615) 532-2910
Travis.Brown@ag.tn.gov

Attorneys for Plaintiff, State of Tennessee