

**IN THE CHANCERY COURT OF SHELBY COUNTY, TENNESSEE
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS, TENNESSEE**

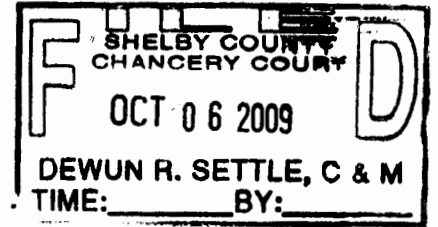
STATE OF TENNESSEE, *ex rel.*)
 ROBERT E. COOPER, JR.,)
 ATTORNEY GENERAL AND)
 REPORTER,)

Plaintiff,)

v.)

LINDA McCLUSKEY, individually and)
 d/b/a BRITTON JAMES &)
 ASSOCIATES, THE FRANKLIN)
 GROUP OF AMERICA, HAMILTON)
 CLARK INTERNATIONAL,)
 AND THE RENAISSANCE GROUP)
 INTERNATIONAL,)

Defendant.)



Docket No. CU 09-2044-1

**COMPLAINT OF THE STATE OF TENNESSEE FOR
PERMANENT INJUNCTION AND OTHER RELIEF**

1. This civil law enforcement action is brought in the name of the State of Tennessee, in its sovereign capacity, by and through Robert E. Cooper, Jr., Attorney General and Reporter (hereinafter "the State," "Attorney General," or "Plaintiff"), pursuant to Tenn. Code Ann. §§ 47-18-108(a)(1) and 47-18-114 of the Tennessee Consumer Protection Act of 1977 ("Consumer Act"), and the Attorney General's general statutory authority set forth at Tenn. Code Ann. § 8-6-109, and the Attorney General's common law authority.

2. Mary Clement, the Director of the Division of Consumer Affairs of the Tennessee Department of Commerce and Insurance ("Division"), has requested that the State of Tennessee, by the Attorney General, commence law enforcement proceedings against the above named Defendants for violations of the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101, *et seq.*, as well as the Tennessee Employment Agency Act, Tenn. Code Ann. § 47-18-1701, *et. seq.*

3. The Director and the Attorney General have reason to believe that the Defendant has violated the Consumer Act.

4. The Director and the Attorney General also have reason to believe that this action is in the public interest.

5. Pursuant to Tenn. Code Ann. § 47-18-108(a)(2), the Division has determined that the purposes of the Tennessee Consumer Protection Act will be substantially impaired by any delay in instituting legal proceedings, and therefore has elected to institute legal proceedings without ten (10) days notice to Defendant.

The State of Tennessee alleges upon information and belief as follows:

I. GENERAL OVERVIEW

6. The Attorney General brings this civil law enforcement action against Linda McCluskey, d/b/a Britton James & Associates, The Franklin Group of America, Hamilton Clark International, and The Renaissance Group International of Memphis, Tennessee because she has engaged in unfair and deceptive acts and practices against consumers. This lawsuit is commenced based upon Defendant's deceptive, unfair and unlawful conduct in the offering and selling of "career services" such as "job placement services" to consumers for approximately

\$2,900 to \$6,000 per consumer. By taking money from consumers and then failing to provide the promised and promoted “career services,” or “job placement services”, McCluskey has engaged in unfair and deceptive acts and practices in violation of the Tennessee Consumer Protection Act and has taken upfront fees for employment placement services in violation of The Tennessee Employment Agency Act.

II. JURISDICTION AND VENUE

7. The jurisdiction of this Court is invoked pursuant to the provisions of Tenn. Code Ann. §§ 47-18-108, 47-18-114 and 47-18-1707(a). Defendant is located in Tennessee and has promoted her “career services” and “job placement services” via the internet, via telephone, via print advertisements, and in person from and in this jurisdiction.

8. Venue is proper in Shelby County, pursuant to Tenn. Code Ann. §§ 47-18-108(a)(3) and 47-18-1707, because it is the county where the alleged unfair or deceptive acts or practices took place or are about to take place, the county in which Defendant conducts, transacts or has transacted business and the county in which the individual defendant McCluskey resides.

III. DEFENDANT

9. Defendant, Linda McCluskey, sued individually (hereinafter “McCluskey”), is a resident of Tennessee, residing in Memphis, Tennessee. Defendant McCluskey personally participated in and controlled and directed the business practices of Britton James & Associates, The Franklin Group of America, Hamilton Clark International, and The Renaissance Group International.

10. Defendant Linda McCluskey can be served with process at her current place of business, 5100 Poplar Avenue, Suite 2700, Memphis, Tennessee 38137, or at her residence at 72 Harbor Common Drive, Memphis, Tennessee 38103.

11. Defendant McCluskey is the principal, owner, manager, proprietor, or otherwise controlling entity for Britton James & Associates, The Franklin Group of America, Hamilton Clark International, and The Renaissance Group International.

12. Defendant Linda McCluskey, as an individual, who directly and/or indirectly participated and engaged in the unfair and deceptive practices set forth in this Complaint.

13. Defendant McCluskey had knowledge or should have had knowledge of the acts and practices, and had the authority to control and stop the unfair and deceptive acts and practices and violations of law.

14. Defendant McCluskey owns and/or operates and/or operated a sole proprietorship called Britton James & Associates, headquartered at 5100 Poplar Avenue, Suite 2700, Memphis, TN 38137. Defendant McCluskey d/b/a Britton James & Associates has offered and offers for sale "career counseling." Defendant McCluskey has personally controlled, directed and participated in the activities and operations of Britton James & Associates.

15. Defendant McCluskey owns and/or operates and/or operated a sole proprietorship called The Franklin Group of America headquartered at 5100 Poplar Avenue, Suite 2121, Memphis, Tennessee 38137. Defendant McCluskey d/b/a The Franklin Group of America has offered and offers for sale "career counseling". Defendant McCluskey has personally controlled, directed and participated in the activities and operations of The Franklin Group of America.

16. Defendant McCluskey owns and/or operates and/or operated a sole proprietorship called Hamilton Clark International headquartered at 5100 Poplar Avenue, Suite 2121, Memphis, Tennessee 38137. Defendant McCluskey d/b/a Hamilton Clark International has offered and offers for sale “career counseling”. Defendant McCluskey has personally controlled, directed and participated in the activities and operations of Hamilton Clark International.

17. Defendant McCluskey owns and/or operates and/or operated a sole proprietorship called The Renaissance Group International headquartered at 5100 Poplar Avenue, Suite 2121, Memphis, TN 38137. Defendant McCluskey d/b/a The Renaissance Group International has offered and offers for sale “career counseling”. Defendant McCluskey has personally controlled, directed and participated in the activities and operations of The Renaissance Group International.

18. Defendant McCluskey owned and operated websites for each respective company – one of which is still active at <http://brittonjamesassociates.vpweb.com>. This and previous websites are maintained and/or have been maintained at all times pertinent to this complaint by Defendant McCluskey.

19. One of the websites used by McCluskey, <http://brittonjamesassociates.vpweb.com>, was registered on April 24, 2009 to Britton James and Associates, through Linda McCluskey.

20. As used in this Complaint, Defendant Linda McCluskey and the respective d/b/as of Britton James & Associates, The Franklin Group of America, Hamilton Clark International, and The Renaissance Group International and her agents shall be collectively referred to as “McCluskey” or “Defendant”.

III. FACTUAL ALLEGATIONS

The State further alleges upon information and belief as follows:

21. McCluskey, individually and as a sole proprietor of The Renaissance Group International, Hamilton Clark International, The Franklin Group of America, and, currently, Britton James & Associates, has advertised, promoted and offered services to the general public which Defendant refers to as "career development, career management, and career transition" services.

22. McCluskey has operated under several aliases, surnames, trade names, or other designations since roughly the year 2004.

23. McCluskey has, at one time, been the principal, controlling entity, owner, or operator of The Renaissance Group International, Hamilton Clark International, The Franklin Group of America, and, currently, Britton James & Associates.

24. In order to attract consumers to their office, McCluskey advertises on the Internet, by brochures, by collecting posted resumes from the Internet and other sources, and by directly contacting individual consumers. (See attached Collective Exhibits 1, 2, and 3).

25. The front page of Defendant's' Internet site found at <http://brittonjamesassociates.vpweb.com> advertises that "[people] will directly compete with 90% of all job seekers for fewer than 10% of the available jobs." (See attached Exhibit 1)

26. The site goes on to state "Britton James & Associates has over 50 years of experience in training, developing, and marketing . . . We have the full time staff, resources, and expertise to provide a personalized, comprehensive program in career development, career management, and career transition."

27. McCluskey's advertisement on CareerBuilder.com states that "[Britton James] develops relationships with employers, venture capital firms and others." It goes on to say that "[Britton James] provide[s] unique technology tools and other resources to assist our clients to get better interviews and entree to the hiring decision-makers." (See attached Exhibit 2).

28. Typically, a consumer will call one of McCluskey's companies after seeing one of McCluskey's advertisements, or an agent of McCluskey will contact the consumer directly after obtaining that consumer's information through resumé gathering or other comparable searches.

29. As part of the process, McCluskey and/or her agent asks consumers to send a resumé to Defendant and are then asked to come into McCluskey's offices.

30. Each consumer who comes to the office has an initial sales meeting with either McCluskey or an agent of McCluskey.

31. If consumers, after listening the sales presentation and pitch, decide to use McCluskey's "career services", they pay an upfront fee ranging from approximately \$2,900 (See attached Exhibit 6) to \$6,000 (See attached Exhibit 4). In many, if not all cases, McCluskey and/or her agent fails to deliver the promised and promoted services.

32. Some consumers are told by McCluskey and/or her agent that the upfront fee may be tax deductible. (See attached Exhibit 4).

33. In the consumers' initial sales meetings with McCluskey and/or McCluskey's agent, in advertising materials, in documents presented to the consumers, or disseminated through other means, the following representations and promises have been made to consumers:

- (a) 90% of jobs are unadvertised and McCluskey can market the consumer to those 90% of employers who are seeking employees.

- (b) McCluskey has contacts with decision makers in the industry, and can guarantee the consumer a salary of between \$50,000 and \$500,000.
- (c) McCluskey will “induce job offers” and participate in “salary & benefits negotiations.” (See attached Exhibit 4).
- (d) McCluskey will provide “access to proprietary databases.” (See attached Exhibit 4).
- (e) McCluskey has relationships and inside connections with employers.
- (f) McCluskey will get multiple job offers in 2 to 4 weeks from the date of payment of full fees.
- (g) McCluskey uses a “nationwide in depth business search tool that [is] charged to [McCluskey] on a per seat license basis.” (See attached Exhibit 6).
- (h) McCluskey does not accept just anyone as a client; they are very selective in choosing clients. (See attached Exhibit 2, 3, and 7).
- (i) McCluskey does not use traditional methods to find employment information or to assist the consumer in finding jobs; they use non traditional methods of career opportunities.
- (j) McCluskey’s advisors have more than forty (40) years of experience in placing clients. (See attached Exhibit 8).
- (k) The consumer will have a job within a specific number of weeks. (See attached Exhibit 9).

- (l) The consumer is determined to have a market value in the Memphis area of up to \$95,000. (See attached Exhibit 4).

34. The false, unfair and misleading representations described in paragraph 33(a)-(l) are unlawful and unfair and deceptive acts and practices.

35. McCluskey has made unfair and deceptive representations and claims to individual consumers which were not fulfilled as promised and promoted by McCluskey and/or McCluskey's agents.

36. McCluskey encouraged at least one consumer to quit her current job in anticipation of McCluskey finding the candidate a job within two (2) months. Sadly, the Defendant did not help this consumer find a job.

37. Based upon the sales pitch, many of the consumers firmly believed they were paying for the "contacts" that McCluskey and/or her agents represented that they would supply for the individual consumers.

38. Most consumers would not have paid such a large sum of money if the Defendant did not represent or promote that they had such unique and vast connections that would be used to help the consumer find a job.

39. Many consumers unfortunately relied on the misrepresentations made by the Defendant.

40. During the months of July, August, and September, the Better Business Bureau has received three hundred and fifty (350) inquiries regarding McCluskey, d/b/a Britton James & Associates (See attached Exhibit 10). As of the date of filing, there have been more than twelve (12) consumer complaints lodged with the Better Business Bureau.

41. McCluskey has changed the name of, opened new iterations of, or simultaneously operated two or more different versions of their company at least three times in a span of less than ten years.

42. McCluskey has used the front of various companies simultaneously, at times claiming to work for one company but not the other, subsequently signing documents stating an affiliation with the disclaimed party.

43. McCluskey has generated “contacts” for potential employment from one of its companies, directed at a consumer who is currently under contract with another of its companies.

44. The following consumer victim experiences exemplify McCluskey and her agents’ misrepresentations and deceptive acts and practices:

- (a) McCluskey and her agents represented that they could put a well-qualified consumer in contact with “key decision makers” and had “contacts” which they would put the consumer in touch with. The consumer paid McCluskey \$3,980 for this service. The consumer was never provided with any contacts, and did not receive any interviews. The consumer was later contacted by a previous alias of McCluskey, offering services identical to those originally sold to her. McCluskey disclaimed any knowledge or affiliation with the previous alias, only to subsequently e-mail the consumer from an account with a signature line proclaiming affiliation with the aforementioned alias.

- (b) McCluskey and her agents have refused to pay a Better Business Bureau arbitration award of \$3,980 to the aforementioned consumer, after submitting to the arbitration policies of the Better Business Bureau.
- (c) McCluskey entered into “contingency fee” arrangements whereby the consumer was obligated to pay an up-front cost of two thousand nine hundred eighty dollars (\$2,980) with an additional two thousand nine hundred eighty dollars (\$2,980) due upon the receipt of a new job as defined in the consumer’s contract. The original *and* contingent amounts were to be paid out of pocket by the consumer. The consumer would allegedly be reimbursed should the hiring company choose to pay McCluskey’s contingency fee. (See attached Exhibit 11).
- (d) McCluskey suggested that a consumer quit her current job in light of prospective temporary or permanent employment at a higher pay level which would be secured by McCluskey. No such employment was ever located.
- (e) McCluskey caused to be placed “testimonials” on the Britton James & Associates’ web-site, proclaiming the valuable services provided by Britton James & Associates, when Britton James & Associates had only just come into existence. (See attached Exhibit 12). McCluskey subsequently claimed that these “testimonials” were those of clients who had received services from one of McCluskey’s previous aliases.

45. McCluskey and/or her agent have caused consumers or other persons described herein to suffer ascertainable losses. The exact amount and number of consumers or other persons who have been injured by reason of the use or employment of such unlawful methods, acts or practices described herein are presently unknown to the Plaintiff.

V. VIOLATIONS OF THE LAW

Count I: Tennessee Consumer Protection Act Violations

The Plaintiff incorporates by reference and re-alleges each and every allegation contained in Paragraphs (1) - (45) of this Complaint.

46. At all times relevant to this Complaint, the McCluskey's conduct of offering "career services" as alleged in this Complaint occurred in the conduct of "trade", "commerce" and/or a "consumer transaction" and constitutes the offering of, or providing of, "goods" and/or "services" as defined in Tenn. Code Ann. §§ 47-18-103(5), (10) and (11).

47. All of the acts and practices engaged in and employed by McCluskey as alleged herein are "unfair or deceptive acts or practices affecting the conduct of any trade or commerce" in Tennessee, which are declared unlawful by Tenn. Code Ann. § 47-18-104(a).

48. Each and every unfair or deceptive act or practice engaged in by McCluskey as recited above constitutes a separate violation of the Tennessee Consumer Protection Act as provided by Tenn. Code Ann. § 47-18-104(b).

49. McCluskey and/or her agents have caused the likelihood of confusion or misunderstanding as to affiliation, connection or association with another in violation of Tenn. Code Ann. § 47-18-104(b)(3).

50. McCluskey and/or her agents have represented that their services have characteristics, uses, or benefits that they do not have and that McCluskey and/or her agents have sponsorship, approval, status, affiliation and connections that they do not have in violation of Tenn. Code Ann. § 47-18-104(b)(5).

51. By representing that goods or services are of a particular standard, quality or grade when they are not, McCluskey and/or her agents have violated Tenn. Code Ann. § 47-18-104(b)(7).

52. By advertising goods or services with intent not to sell them as advertised, McCluskey and/or her agents have violated Tenn. Code Ann. § 47-18-104(b)(9).

53. McCluskey and/or her agents have represented or implied that a consumer transaction confers or involves rights or remedies that it does not have or involve or which are prohibited by law, in violation of Tenn. Code Ann. § 47-18-104(b)(12).

54. By representing that a guarantee or warranty confers or involves rights or remedies which it does not have or involve, McCluskey and/or her agents have violated Tenn. Code Ann. § 47-18-104(b)(19).

55. McCluskey and/or her agents have used statements or illustrations in advertisements which create a false impression of the grade, quality, quantity, value, age, and usability of goods or services offered in violation of Tenn. Code Ann. § 47-18-104(b)(21).

56. By offering to sell goods or services when the offer was not a bona fide effort to sell the goods or services, McCluskey and/or her agents have violated Tenn. Code Ann. § 47-18-104(b)(22).

57. By advertising an endorsement without possessing adequate substantiation for the

implied claim that such performance reflects that which a significant proportion of consumers would be likely to experience without a proper clear and conspicuous disclaimer, McCluskey and/or her agents have violated the Federal Trade Commission Guides Concerning the Use of Endorsements and Testimonials in Advertising, 16 C.F.R. § 255.0 *et. seq.* (1980), and thereby engage in an unfair or deceptive act in violation of the Tennessee Consumer Protection Act. See Tenn. Code Ann. § 47-18-104(a), (b) and (b)(27).

58. All of the acts and practices engaged in and employed by McCluskey and/or her agents as alleged herein are deceptive or unfair to the consumer or other persons in violation of Tenn. Code Ann. § 47-18-104(b)(27).

59. The acts and practices engaged in and employed by McCluskey and/or her agents and described in this Complaint are unfair and deceptive to consumers in violation of the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101, *et seq.*

60. The acts and practices engaged in and employed by McCluskey and/or her agents and described in this Complaint are also in violation of the Tennessee Employment Agency Act, Tenn. Code Ann. § 47-18-1701 *et seq.* and thus constitute a violation of Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101, *et seq.*

61. The acts and practices engaged in and employed by McCluskey and/or her agents and described in this Complaint are in violation of Tenn. Code Ann. § 47-18-104(b)(44)(C) because it is advertising, promoting or offering for sale goods or services that are illegal or unlawful to sell in the State in the manner offered because they violate the Tennessee Employment Agency Act, Tenn. Code Ann. § 47-18-1701 *et seq.* and thus constitute a violation of Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. § 47-18-101, *et seq.*

Count II: Tennessee Employment Agency Act Violations

62. The Plaintiff incorporates by reference and re-alleges each and every allegation contained in Paragraphs (1) - (61). The consumers described in the State's Complaint constitute candidates as set forth in Tenn. Code Ann. § 47-18-1702(1) which means "any person, whether employed or unemployed, seeking or entering into any arrangement for employment or change of employment through the services of an employment agency."

63. By attempting to place candidates seeking employment where the fee is not paid by the employer, McCluskey and/or her agents are an "employment agency" as defined in Tenn. Code Ann. § 47-18-1702(5).

64. By purporting to have access to job leads or compiling and providing lists or information about available jobs, not charging a fee to majority of potential employers for the inclusion in the listings and maintaining an office for the purpose of marketing job information to the public and providing access to that information, McCluskey and/or her agents are operating an "employment agency" as defined in Tenn. Code Ann. § 47-18-1702(5).

65. McCluskey and/or her agents impose a fee to candidates without any efforts by the Defendant to furnish employment to the candidates in violation of Tenn. Code Ann. § 47-18-1703(1).

66. McCluskey and/or her agents impose a fee on candidates prior to the time at which the candidate has secured a job in violation of Tenn. Code Ann. § 47-18-1703(2).

67. McCluskey and/or her agents make, give or cause to be made or have given false promises, misrepresentations, or inaccurate or misleading statements or information in violation of Tenn. Code Ann. § 47-18-1703(5).

68. McCluskey and/or her agents have referred candidates for an interview without having first obtained, either orally or in writing, a bona fide job order or recruiting assignment from an employer for an interview in violation of Tenn. Code Ann. § 47-18-1703(9).

69. McCluskey and/or her agents have knowingly published or caused to be published false, fraudulent, deceptive or misleading information, representations, notices or advertisements in violation of Tenn. Code Ann. § 47-18-1703(11).

70. Pursuant to Tenn. Code Ann. § 47-18-1708, each of the violations mentioned in paragraphs 63 - 69 is a separate violation of the Tennessee Consumer Protection Act and constitutes an unfair or deceptive act or practice affecting the conduct of trade or commerce and is subject to the penalties and remedies as provided by such act.

DEMAND FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiff, The State of Tennessee, *ex rel.* Robert E. Cooper, Jr., Attorney General and Reporter, pursuant to the Tennessee Consumer Protection Act of 1977 and the Tennessee Employment Agency Act, the Attorney General's general statutory authority, the Attorney General's common law authority, and this Court's equitable powers, prays:

(1) That this Complaint be filed without cost bond as provided by Tenn. Code Ann. §§ 20-13-101 and 47-18-116.

(2) That process issue and be served upon Defendant requiring her to appear and answer this Complaint.

(3) That this Court adjudge and declare that Defendant McCluskey and her d/b/as have engaged in the aforementioned acts or practices, which are in violation of the Tennessee Consumer Protection Act of 1977 and other laws and regulations.

(4) That this Court adjudge and declare that Defendant McCluskey and her d/b/as have engaged in the aforementioned acts or practices, which are in violation of the Tennessee Employment Agency Act.

(5) That pursuant to Tenn. Code Ann. §§ 47-18-108(a)(1), (a)(4), and (a)(5), this Court grant permanent prohibitory and mandatory injunctive relief against McCluskey to enjoin and ameliorate the foregoing acts or practices, which are in violation of the Tennessee Consumer Protection Act of 1977 and other laws and regulations and such order be issued without cost bond as set forth in 47-18-108(a)(4).

(6) That pursuant to Tenn. Code Ann. 47-18-1707(b), this Court grant a permanent injunction or other proper equitable relief against McCluskey enjoining her from engaging any of the acts or practices prohibited or required by the Tennessee Employment Agency Act and such order be issued without cost bond as set forth in Tenn. Code Ann. § 47-18-1707(c).

(7) That this Court, pursuant to Tenn. Code Ann. §§ 47-18-108(a)(1), (a)(4), and (a)(5) require that McCluskey's real and personal properties and assets be frozen.

(8) That this Court enter judgment against Defendant Linda McCluskey and in favor of the State for the reasonable costs and expenses of the investigation and prosecution of the Defendant's actions, including attorneys' fees, as provided by Tenn. Code Ann. §§ 47-18-108(b)(4) and (a)(5).

(9) That pursuant to Tenn. Code Ann. § 47-18-108(b)(1), this Court make such orders or render such judgments as may be necessary to restore to any consumer or other person any ascertainable losses as defined by Tenn. Code Ann. § 47-18-2101(1), including statutory interest, and requiring McCluskey to be liable for such repayment of ascertainable losses and statutory interest to such consumers and other persons and to pay all costs of a court selected third party to distribute restitution and administer the same.

(10) That this Court adjudge and decree that Defendant pay civil penalties of not more than one thousand dollars (\$1,000.00) per violation to the State as provided by Tenn. Code Ann. § 47-18-108(b)(3).

(11) That this Court revoke any business licenses or other licenses or certificates authorizing Defendant, including but not limited to Linda McCluskey, Britton James & Associates, The Franklin Group of America, Hamilton Clark International, and The Renaissance Group International to engage in career services business in this State because of their persistent and knowing violations of the Tennessee Consumer Protection Act as set forth in Tenn. Code Ann. § 47-18-108(b)(2) and the Tennessee Employment Agency Act.

(12) That this Court make such orders and render such judgments as may be necessary to disgorge the profits and ill-gotten gains Defendant realized by reason of the alleged violations of the Tennessee Consumer Protection Act of 1977 and the Tennessee Employment Agency Act , pursuant to Tenn. Code Ann. § 47-18-1707(b).

(13) That all costs in this cause be taxed against Defendant.

(14) That no costs be taxed to the State as set forth in Tenn. Code Ann. § 47-18-116.

(15) That this Court grant Plaintiff such other and further relief as this Court deems just and proper.

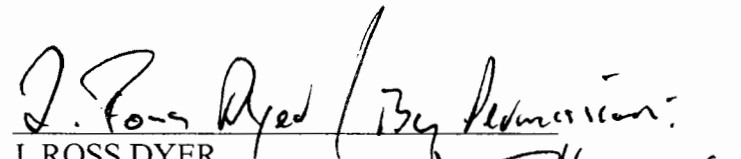
Respectfully submitted,



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