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IN THE CHANCERY COURT OF DAVIDSON COUNTY, TENNESSEE Dav. Co. Chancery Court
FOR THE TWENTIETH JUDICIAL DISTRICT AT NASHVILLE

STATE OF TENNESSEE *ex rel.* HERBERT H.)
SLATERY III, Attorney General and Reporter,)
)
Plaintiff,)
)
v.)
)
WALKER STALKERS, LLC, a domestic)
limited liability company, d/b/a)
FAN FEST, LLC)
)
and)
)
JAMES FRAZIER, individually and d/b/a)
Walker Stalkers, LLC,)
)
Defendants.)

FO2-Δ
Case No. 20-0195-IV

FILED
2020 DEC -1 AM 11:04
CLERK & MASTER
DAVIDSON CO. CHANCERY CT.
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AGREED FINAL JUDGMENT

1. Plaintiff, State of Tennessee (State), by and through Herbert H. Slatery III, the Attorney General and Reporter (Attorney General), and Defendants Walker Stalkers, LLC (Walker Stalkers) and James Frazier, both individually and doing business as Walker Stalkers or Fan Fest, LLC (Fan Fest) (collectively, Defendants as defined below), as evidenced by their signatures, consent to the entry of this Agreed Final Judgment (Judgment) and its provisions.
2. This is a final judgment for which execution may issue.
3. Defendants waive the notification and certification requirements under Tenn. Code Ann. § 47-18-108(a)(3) and § 47-18-5002(2).
4. Defendants consent to the entry of this Judgment without further notice.

5. Aside from a proceeding related to compliance with this Judgment, Defendants waive any right to add, alter, amend, petition for certiorari, or move to reargue or rehear in connection with any proceeding related to this Judgment.

6. In the event this court shall not approve this Judgment, it shall be of no force and effect.

DEFINITIONS

7. As used in this Judgment, the following words or terms shall have the following meanings:

- A. "Clearly and conspicuously" means a required disclosure that is difficult to miss (i.e. easily noticeable) and easily understandable by ordinary consumers, including in all of the following ways:
- i. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.
 - ii. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.
 - iii. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.
 - iv. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the representation that requires the disclosure appears.
- B. "Communication(s)" means any of the following: letter; email; memorandum; record or recording of a meeting, conversation, or discussion; or note or other transmittal of information or message. The definition refers to all such communications, whether transmitted in writing, orally, electronically, or by any other means.
- C. "Consumer" means any natural person or individual, or any partnership, corporation, or other legal or commercial entity however organized who paid Defendants for admission tickets to the Walker Stalkers Con or Fan Fest events, which are hosted and planned by Defendants, for the purpose

of any natural persons partaking in the events or for any natural persons to have the opportunity to take photos with celebrities or actors who are scheduled to be present at the events.

- D. “Covered Conduct” means the acts of selling tickets for as well as planning, hosting, and promoting events, including but not limited to Walker Stalker and Fan Fest Heroes and Villains conventions and associated photo opportunities, and subsequently cancelling, postponing, or failing to execute the events as promised from the period beginning in January 2018 through the Effective Date of this Judgment.
- E. “Defendants” mean and include: James Frazier (individually) and Walker Stalkers, LLC (also doing business as Fan Fest, LLC), and/or any and all officers, directors, owners, partners, managers, employees, agents, parent companies, subsidiaries, successors, affiliates, representatives, and assigns, and other persons to the extent they are acting directly or indirectly on behalf of any Defendants.
- F. “Effective Date” means the date on which this Judgment is signed and entered by the Court.
- G. “Unearned revenue” means any revenue derived from consumers’ or vendors’ payments to Defendants for provision of future goods or services, or any contractual obligation not yet fulfilled by Defendants at the time of payment. Unearned revenue includes, but is not limited to, payment for tickets for admission to future events such as conventions or photo opportunities with convention attendees, as well as payments from vendors for the rental of spaces at such events.
- H. “Vendor” means any natural person or individual, or any partnership, corporation, or other legal or commercial entity however organized that purchases a space or otherwise contracts with Defendants so that the vendor may sell goods or services at an event for which Defendants sold tickets.

JURISDICTION AND VENUE

8. This Court has jurisdiction over the subject matter of this enforcement action and over all Parties for the purpose of entering and enforcing this Judgment. This Court retains jurisdiction for the purpose of enabling the Parties to apply for such further orders and directions that may be necessary or appropriate for the construction, modification, or execution of, or compliance with, this Judgment.

9. Venue is proper in this Court under Tenn. Code Ann. § 47-18-108(a)(4).

REPRESENTATIONS AND WARRANTIES

10. Defendants represent and warrant the following:
- A. Defendants are the proper Parties to this Judgment.
 - B. The signatories to this Judgment have the authority to act for and bind Defendants.
 - C. Defendant James Frazier is the sole member of Defendant Walker Stalkers, which also does business as Fan Fest, which he formed in June 2013.
 - D. Defendants did not conduct and are not currently engaging in Covered Conduct in or from Tennessee under any names other than Walker Stalkers or Fan Fest.
 - E. Defendants have no other parent, subsidiary, or affiliate companies or entities that are engaging in Covered Conduct in or from Tennessee.
 - F. Defendants at all relevant times have done business and engaged in trade or commerce in Tennessee or with Tennessee consumers from at least June 2013 through the date of this Judgment.
 - G. Upon receipt of the Tennessee Attorney General's Requests for Information pursuant to Tenn. Code Ann. § 47-18-106, both Defendants provided responsive and accurate documents, information, and written statements. Defendant James Frazier testified truthfully in his sworn statement to the Attorney General.
 - H. Defendants represent and warrant that the execution and delivery of this Judgment is their free and voluntary act, this Judgment is the result of good

faith negotiations, and that the terms of this Judgment are fair and reasonable. Defendants will implement the terms of this Judgment in good faith.

PERMANENT INJUNCTION

11. Pursuant to Tenn. Code. Ann. § 47-18-108(a)(1) and (a)(5), as of the date of entry of this Judgment, Defendants shall be permanently and forever enjoined, restrained, and bound by the following terms:

- A. Whenever Defendants engage in any business in or from Tennessee that involves the receipt of unearned revenue for a specific event to be held on a specific date, including but not limited to a Fan Fest Heroes and Villains event or Walker Stalkers event, Defendants shall maintain a separate account for such funds until the event occurs. All unearned revenue spent prior to the date of the event must be itemized.
- B. Defendants shall not use any unearned revenue for salaries or personal expenses of any kind for Defendants, including any future owners or investors, or for immediate family members of any owner or investor until the conclusion of an event, should there be a profit. These expenses include but are not limited to payment for goods or services for the personal or household use of Defendants, any future owner or investor, or their immediate families.
- C. As of the Effective Date of this Judgment, if Defendants either cancel or delay any events for which they have sold tickets and collected unearned revenue, or otherwise fail to comply with contractual obligations for which

they have received unearned revenue, Defendants shall promptly issue refunds to consumers and vendors. If an event is cancelled, Defendants shall automatically refund consumers and vendors within 10 days of cancellation. If an event is delayed, Defendants shall refund any consumer or vendor who requests a refund within 10 days of a request for refund.

- D. Defendants shall maintain accurate and timely records of all payments made by consumers and vendors with respect to each event hosted by Defendants and shall furnish such records to the State whenever the State requires and within five days of such a request.
- E. Defendants shall establish a system for receiving and retaining consumer and vendor complaints. Defendants shall clearly and conspicuously disclose phone numbers and e-mail addresses to which consumers and vendors can direct complaints, including refund requests. These disclosures shall appear in all mediums that Defendants use to communicate with consumers and vendors. Defendants shall record and retain all calls and retain all email communications to and from consumers and vendors. Defendants shall maintain all communications related to consumer complaints, including all calls and emails, for five years from the originally scheduled event date. Defendants shall furnish to the State upon demand and within five days of any such request all communications regarding complaints, including requests for refunds, from consumers and vendors.
- F. Defendants shall not otherwise violate the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-104(a), (b)(27).

RESTITUTION

12. Defendants shall refund all amounts still owed to consumers and vendors who are covered under the terms of this Judgment. This restitution process shall be conducted and controlled by a restitution administrator to be chosen by the Attorney General, who shall approve the process to the extent it is not articulated by this Judgment. The restitution administrator will determine, with the approval of the Attorney General, appropriate consumer restitution to be paid by Defendants. Defendants shall pay for all costs for the restitution administrator. In order to cover the costs of the restitution administrator, Defendants shall place \$50,000 in an account as directed by the Attorney General. Defendants shall place \$15,000 in the account by December 1, 2020, \$15,000 by January 1, 2021, and \$20,000 by February 1, 2021. Any portion of this sum not required to pay the administrator's costs will be used by the administrator for consumer restitution.

13. Once the restitution administrator has been chosen and has established a refund request intake and assessment process (the Refund Processing Start Date), or as of March 1, 2021, whichever date is earlier, Defendants will have one hundred and eighty (180) days to refund all amounts still owed to consumers and vendors who are covered under the terms of this Judgment. Under this Judgment, Defendant shall refund all consumers and vendors who paid to attend an event that Defendants cancelled. Defendants shall also refund all consumers who bought tickets directly from Defendants, whether Defendants were collecting for third parties or on their own behalf, for photo opportunities that were cancelled and did not take place as planned on the day of the event.

14. Defendants shall also refund all consumers and vendors who paid to attend an event, which event Defendants subsequently postponed. Consumers and vendors with tickets for

a postponed event who subsequently attended the rescheduled event are not eligible for a refund under the terms of this Judgment.

15. In order to be eligible for restitution pursuant to paragraphs 12 through 14, consumers and vendors shall request a refund through the restitution administrator within one hundred and twenty (120) days of the Refund Processing Start Date. Consumers and vendors are also eligible for restitution if they have either submitted a complaint and or request for a refund to Defendants, the Better Business Bureau, the Tennessee Attorney General's Office, the Federal Trade Commission, or another governmental agency prior to the Effective Date of this Judgment or within 120 days after the Refund Processing Start Date.

16. Consumers making claims through the restitution administrator shall submit with their claims, if available, copies of any purchase receipts or any other documents that show evidence of the purchase. Consumers also shall attest, in the process of submitting their claim, that they are making their claim in good faith and have not yet been compensated for their purchase from Defendants by Defendants or any other party.

17. Defendants may challenge any consumer claim, whether submitted to Defendants, the restitution administrator, or another entity, before or after the Refund Processing Start Date, and offer evidence showing that a refund or chargeback has been applied, which evidence the administrator shall take into consideration when calculating restitution still owed. Defendants shall submit all such challenges within fifteen (15) days after the end of the one hundred and twenty (120) day claims period. Final determinations regarding the validity of a consumer claim for restitution shall be made by the restitution administrator and are subject to the approval of the Attorney General. Such determinations will be made within thirty (30) days after the end of the one hundred and twenty (120) day claims process.

18. Within five (5) days after the Effective Date, Defendants shall furnish to the Attorney General and restitution administrator a complete list of all consumers and vendors who have requested refunds from Defendants as of the Effective Date of the settlement. The list shall include the following information: full name of consumer or vendor, name of the person(s) who the ticket was purchased for if other than the consumer, contact information (including physical address, email address, phone number, and any other means used to communicate with the consumer or vendor), amount paid, goods or services purchased, date of payment(s), a copy of the purchase receipt or other documents that show evidence of the purchase if available, date of first refund request, any refund amount paid, means of reimbursement if applicable (refund by Defendants, or chargeback through bank or other financial institution), the date of any such refund, and the amount still owed. One hundred and twenty days (120) days after the Refund Processing Start Date, Defendants shall submit to the Attorney General a supplementary list, containing the same information, of those consumers and vendors who submitted a complaint to Defendants rather than to the administrator between the Effective Date of the settlement and one hundred and twenty (120) days after the Refund Processing Start Date. Defendants shall submit with each list described in this paragraph an affidavit certifying under penalty of perjury that the furnished list is complete and accurate.

19. Defendants shall clearly and conspicuously post on their websites, blogs, social media accounts, and any other means they commonly use to communicate with consumers, information regarding this Judgment and settlement, including the following: the facts of the settlement, eligible claims (including those already sent to Defendants and other entities), contact information for the restitution administrator, accurate information regarding how to file a claim, and the deadlines for filing a claim for restitution. All information regarding the restitution

administrator's process, including information and links, and shall be posted and distributed by Defendants within one (1) day after receipt.

20. Within five (5) days after the Effective Date, Defendants shall provide the Attorney General and restitution administrator with all known contact information, including email, phone, and addresses, for all known ticket purchasers and ticket holders for cancelled or postponed events and photo ops.

21. Within thirty (30) days after the end of the 120-day claims period (within 150 days after the Refund Processing Start Date), Defendants shall pay the full amount of all approved claims into an account as directed by the Attorney General, which account shall be established to provide restitution to eligible consumers.

22. All payments to eligible consumers and vendors shall be made by the restitution administrator within one hundred and eighty (180) days of the Refund Processing Start Date.

PAYMENT TO THE STATE

23. Pursuant to Tenn. Code Ann. § 47-18-108(b)(1) and (3), if Defendants fail to fund payments for full restitution to consumers as contemplated in paragraphs 12-22 by September 1, 2021, Defendants shall pay to a sum that is the total of the following: the amount still owed to consumers for unpaid claims, which shall be determined by the restitution administrator at a date within thirty (30) days after the end of the one hundred and twenty (120) day claims period (which begins with the Refund Processing Start Date); all sums, if any, still owed for the services of the restitution administrator; and \$25,000. Any sums remaining after payments to consumers and the restitution administrator shall be distributed at the sole discretion of the Attorney General. If the restitution administrator or Attorney General have not been able to ascertain the amount still owed to consumers for unpaid claims as of August 1, 2021, due to Defendants' failure to satisfy the

requirements of paragraphs 12-22, then Defendants shall pay \$400,000.00 by August 15, 2021. This sum is to be used at the sole discretion of the Attorney General for any lawful purpose including for the following purposes: to provide restitution to consumers, to pay the costs of the administrator, and for any other costs incurred by the Attorney General in relation to the restitution process. These payments are to be suspended, however, if Defendants make all restitution payments to consumers and pay for the services of the restitution administrator as required in paragraphs 12-22. Any payments made to consumers from a sum collected from Defendants under this paragraph may be distributed on a pro rata basis, if necessary, at the discretion of the Attorney General.

24. If Defendants default on any obligation agreed to in this Judgment, the State shall have the right to collect any amounts owed through any means available to a judgment creditor under the law, which may include, but is not limited to, recording this Judgment as a lien against Defendants' property, garnishing Defendants' income, and seizing or levying Defendants' assets.

25. In the event of default, the State is further entitled to access any reports or other data that may aid in the collection of amounts owed to the State, which may include consumer credit reports. Defendants are ordered to provide any information necessary to permit the State's collection efforts.

GENERAL PROVISIONS

26. Acceptance and entry of this Judgment is not an approval of any of Defendants' advertising or business practices by the State.

27. Defendants shall not form a separate entity for the purpose of engaging in acts or practices prohibited by this Judgment or otherwise circumventing the terms of this Judgment.

28. Time shall be of the essence with respect to each provision of this Judgment that requires action to be taken by the Parties within a stated time period or upon a specified date.

29. Except as set forth in paragraph 34, nothing in this Judgment shall be construed to limit the authority of the State to protect the interests of the State or its citizens, or to enforce any laws, regulations, or rules against Defendants.

30. Defendants expressly waive any rights, remedies, appeals, or other interests related to a jury trial or any related or derivative rights under the Tennessee or United States Constitutions or other applicable laws with respect to this Judgment.

31. Defendants agree that the refunds owed to consumer and vendors fall within the meaning of "deposits" in 11 U.S.C. § 507(a)(7).

32. Nothing in this Judgment waives or affects any claims of sovereign immunity by the State.

33. This Judgment does not affect any private right of action that any consumer, person, or entity may have against Defendants.

34. By execution of this Judgment and on the 91st day following full and complete payments to all consumers who are due restitution under the terms of this Judgment, or on the 91st day following the date on which Defendants otherwise complied fully with the terms of this Judgment by making a full and complete payment to the State as provided for in paragraph 23, the State of Tennessee releases and forever discharges to the fullest extent of the law the Defendants, as defined above, from all civil claims alleged in the Complaint and all civil claims that the Tennessee Attorney General could have brought based on Defendants' Covered Conduct under the Tennessee Consumer Protection Act, Tennessee Code Annotated § 47-18-101 *et seq.*

35. No waiver, modification, or amendment of the terms of this Judgment shall be valid or binding unless made in writing and approved by this Honorable Court.

36. Should any provision of this Judgment be held unenforceable, the remaining terms of this Judgment shall remain in effect and this Judgment shall be construed as if the unenforceable provisions do not exist.

37. This Judgment may be executed in counterparts that, together, will constitute one whole document.

38. Within 30 days of this Judgment's entry, Defendants shall provide a copy of this Judgment to each of their officers, directors, owners, and applicable agents.

39. Within 15 days of this Judgment's entry, Defendants shall provide a copy of this Judgment to any entity to which it has contracted to sell any assets of Walker Stalkers LCC, d/b/a Fan Fest LLC.

40. If this Judgment has not been satisfied, for 5 years following the entry and Effective Date of this Judgment, Defendants shall give written notice of any bankruptcy filing to the State at least 10 days before such filing.

41. Any notices required or allowed in this Judgment shall be sent by a nationally recognized courier service, return receipt requested, to the following addresses:

A. For the State:

Deputy Attorney General
Consumer Protection Division
Office of the Tennessee Attorney General
315 Deaderick Street, 19th Floor
Nashville, TN 37243

B. For the Defendants:


James Frazier
3517 Robbins Nest Road
Thompson's Station, TN 37179

42. All costs associated with this action and Judgment shall be borne by Defendants, and no costs shall be taxed to the State pursuant to Tenn. Code Ann. § 47-18-116.

43. This Judgment sets forth the entire agreement between the Parties.

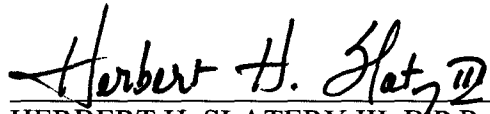
IT IS SO ORDERED, ADJUDGED AND DECREED.

ENTERED:

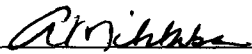

CHANCELLOR
Davidson County Chancery Court

JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:

FOR PLAINTIFF, STATE OF TENNESSEE



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



ANN MIKKELSEN, B.P.R. No. 032262
Assistant Attorney General
Consumer Protection Division
UBS Tower, 19th Floor
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Nashville, Tennessee 37243
Phone: (615) 253-3819
ann.mikkelsen@ag.tn.gov
Attorney for Plaintiff, the State of Tennessee

Agreed Final Judgment, *State v. Walker Stalkers, LLC et al.*

FOR DEFENDANT WALKER STALKERS, LLC



JAMES FRAZIER, B.P.R. No. 029636

Sole Member, Walker Stalkers, LLC


3517 Robbins Nest Road

Thompson's Station, TN 37179

Ph: 401-416-1387

Email: james@fanfest.com

FOR DEFENDANT JAMES FRAZIER



JAMES FRAZIER

Individually

3517 Robbins Nest Road

Thompson's Station, TN 37179

Ph: 401-416-1387

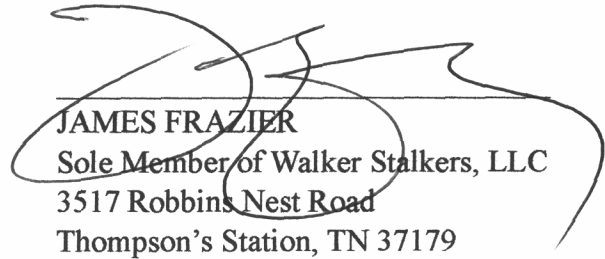
Email: james@fanfest.com

Agreed Final Judgment, *State v. Walker Stalkers, LLC et al.*


**DEFENDANT WALKER STALKERS'
SIGNATURE AND ACKNOWLEDGMENT**

Defendant Walker Stalkers has read and understands this Judgment and each of its terms. Defendant Walker Stalkers admits to the jurisdiction of this Court in this matter and consents to the entry of this Judgment. Defendant Walker Stalkers further agrees to each and every term contained herein.

I, James Frazier, being duly sworn on oath, depose and say that I am fully authorized and empowered to sign this Judgment on behalf of Walker Stalkers and bind Walker Stalkers to this Judgment's terms.


JAMES FRAZIER
Sole Member of Walker Stalkers, LLC
3517 Robbins Nest Road
Thompson's Station, TN 37179

SUBSCRIBED AND SWORN to before
me this 12 day of Nov, 2020.


Notary Public
My Commission Expires: 7-15-2023

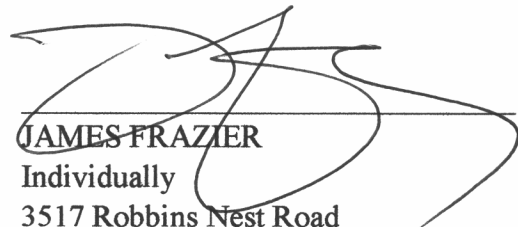
JASON BLACKSTOCK
State of Tennessee Notary Public
Williamson County
My Comm. 07-15-2023

Agreed Final Judgment, *State v. Walker Stalkers, LLC et al.*

**DEFENDANT JAMES FRAZIER'S
SIGNATURE AND ACKNOWLEDGMENT**

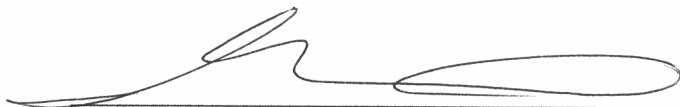
Defendant James Frazier has read and understands this Judgment and each of its terms. Defendant James Frazier admits to the jurisdiction of this Court in this matter and consents to the entry of this Judgment. Defendant James Frazier further agrees to each and every term contained herein.

I, James Frazier, being first duly sworn on oath, depose and say and am fully authorized and empowered to sign this Judgment on my own behalf and bind myself to this Judgment's terms.



JAMES FRAZIER
Individually
3517 Robbins Nest Road
Thompson's Station, TN 37179

SUBSCRIBED AND SWORN to before
me this 12 day of NOV, 2020.



Notary Public
My Commission Expires: 7-15-2023

JASON BLACKSTOCK
State of Tennessee Notary Public
Williamson County
My Comm. 07-15-2023

Agreed Final Judgment, *State v. Walker Stalkers, LLC et al.*