

3. **This Consent Judgment is entered into by Defendants as their own free and voluntary act and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed upon them by this Consent Judgment, and they consent to its entry without further notice, and aver that no offers, agreements, or inducements of any nature whatsoever have been made to them by Plaintiff or their attorneys or any State employee to procure this Consent Judgment.**
4. **Defendants hereby accept, acknowledge receipt of, and expressly waive any defect in connection with, the service of process of the Summons and Complaint in this matter.**
5. **Defendants have waived any right to add, alter, amend, appeal, petition for certiorari, or move to reargue or rehear in connection with any judicial proceeding concerning the entry of this Consent Judgment and any and all challenges in law or equity to the entry of the Consent Judgment by the courts. If the Court elects to hold any hearing on the entry of this Consent Judgment, a representative of the Attorney General's office will briefly summarize the settlement for the Court. Defendants agree to support the entry of this Consent Judgment and its terms as expressly set forth herein at any such hearing for approval. The Parties do not waive their rights to appeal adjudications inconsistent with the terms of this Consent Judgment.**
6. **In the event the Court shall not approve this Consent Judgment as expressly set forth herein, this Consent Judgment shall be of no force and effect against any Party, the Parties will revert to their respective positions immediately prior to reaching the settlement giving rise to this Consent Judgment, and to the extent consistent with state law, no documents or communications related to the settlement shall have any effect or be admissible in evidence for any purpose in this litigation or in any other proceeding.**

It is HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

THE PARTIES AND JURISDICTION

7. Plaintiff is the State of Georgia, by and through its Attorney General Christopher M. Carr. The Attorney General, under his authority to enforce the FBPA, O.C.G.A. §§ 10-1-390 through 408, is authorized to act in the public interest to protect consumers and businesses from unfair and deceptive acts or practices.
8. Built Rite Mobile Concessions LLC is a foreign limited liability company whose principal office address is 174 Thrasher Court, St. George, Georgia 31562, in Charlton County, Georgia. Built Rite Cookers LLC is a foreign limited liability corporation whose principal office address is 174 Thrasher Court, St. George, Georgia 31562, in Charlton County, Georgia. Built Rite Cookers/Smokers LLC is a foreign limited liability corporation whose principal office address is 174 Thrasher Court, St. George, Georgia 31562, in Charlton County, Georgia. Donald Boston is the sole owner, member, manager, and operator of Built Rite Mobile Concessions LLC, Built Rite Cookers LLC, and Built Rite Cookers/Smokers LLC. Donald Boston resides at 174 Thrasher Court, St. George, Georgia 31562, in Charlton County, Georgia. Defendants agree that service of process and service of notices under this Consent Judgment may be effected by serving Defendants via Donald Boston at builtritecookers@gmail.com, or anyone designated as being authorized to accept service pursuant to Paragraph 32(E) of this Consent Judgment.
9. Defendants, at all relevant times, have engaged in consumer transactions, acts, or practices in the conduct of trade or commerce in part or wholly within the State of Georgia, as defined in O.C.G.A. § 10-1-392, have engaged in activity involving or using a computer or computer network, as defined in O.C.G.A. § 10-1-393.5(b), and have engaged in office supply

transactions in part or wholly within the State of Georgia, as defined in O.C.G.A. §§ 10-1-392 and 10-1-393.1.

10. This Consent Judgment is entered into pursuant to and subject to the FBPA, O.C.G.A. §§ 10-1-390 through 408.
11. This action is brought under the laws of the State of Georgia and this Court has jurisdiction of the subject matter hereof and the parties hereto.
12. By agreement of the Parties, venue as to all matters between the Parties relating hereto or arising out of this Consent Judgment shall be in the Superior Court of Charlton County, Georgia.

DEFINITIONS

The following definitions apply to this Consent Judgment:

13. The term “RAFFLE” (plural, “RAFFLES”) shall have the same definition as that used in O.C.G.A. § 16-12-22.1(b)(3).
14. The term “CLEARLY AND CONSPICUOUSLY” shall mean that a statement, disclosure, or other information, by whatever medium communicated, including all electronic devices, is in such size, font, appearance color, contrast, location, duration, and/or audibility that it is readily noticeable, readable, understandable, and/or capable of being heard. A statement may not contradict or be inconsistent with any other information with which it is presented. If a statement materially modifies, explains or clarifies other information with which it is presented, then the statement must be presented in proximity to the information it modifies, explains or clarifies, in a manner that is readily noticeable, readable, and understandable, and not obscured in any manner. In addition:

- A. Any statement must be made prior to presenting a contract to a consumer and prior to requesting payment from a consumer;
- B. An in-person verbal disclosure must be delivered at a time, and in a speed, cadence, and volume sufficient for the disclosure to make sense and for a consumer to hear and comprehend it;
- C. An audio disclosure must be delivered at a time, and in a speed, cadence, and volume sufficient for the disclosure to make sense and for a consumer to hear and comprehend it;
- D. A video, slideshow, social media, or internet disclosure must be unavoidable and be of a type size, location (other than a footnote or endnote), and shade, and remain on the screen for a duration, sufficient for the disclosure to make sense and a consumer to read and comprehend it based on the medium being used;
- E. A disclosure in a print advertisement or promotional material must appear in a type size, contrast, and location (other than a footnote or endnote) sufficient for the disclosure to make sense and for a consumer to read and comprehend it; and
- F. A text message or disclosure in a mobile device app, to the extent controlled by the sender, must be of a type size and format sufficient to enable a consumer to notice and read it on a mobile device, and hyperlinks should be clearly labeled or described.

INJUNCTIVE PROVISIONS

Defendants, as well as their members, officers, agents, employees, representatives, servants, successors, and assigns, shall comply with the following:

- 15. Defendants shall act in full compliance with the FBPA as well as all civil and criminal federal and state statutory and regulatory requirements.

16. All provisions of Ga. Comp. R. & Regs. 60-2-2-.01 and 16 C.F.R. § 435.2, including but not limited to all deadlines, obligations on Defendants, and rights for consumers, shall be applicable to all goods and/or services that Defendants advertise, take orders for, and/or sell. Defendants shall comply with all provisions of Ga. Comp. R. & Regs. 60-2-2-.01 and 16 C.F.R. § 435.2 for all goods and/or services that Defendants have advertised, taken orders for, or sold, and all goods and/or services that Defendants will in the future advertise, take orders for, and/or sell. Defendants have received a copy of Ga. Comp. R. & Regs. 60-2-2-.01 and 16 C.F.R. § 435.2 from the Attorney General, and acknowledge that they understand their provisions.
17. Defendants shall create and implement policies and procedures to ensure their compliance with Ga. Comp. R. & Regs. 60-2-2-.01 and 16 C.F.R. § 435.2.
18. Defendants shall not by any means disseminate, post, communicate, threaten to enforce, or enforce any term or condition of sale, including but not limited to any refund policy, that does not comply with this Consent Judgment or with state or federal statutory and regulatory requirements, including the FBPA, Ga. Comp. R. & Regs. 60-2-2-.01, and 16 C.F.R. § 435.2.
- A. Any and all advertisements, webpages, and social media or forum posts, comments, or messages containing any terms or conditions that do not comply with this Consent judgment or with state and federal statutory and regulatory requirements shall be deleted and/or taken down by the date of Defendants' signatures on this document.
19. Defendants shall cease advertising, soliciting or taking payments for, operating, or conducting any RAFFLES.

- 20. Defendants shall CLEARLY AND CONSPICUOUSLY disclose all terms and conditions of sale for all products and/or services, including but not limited to shipping dates, refund policies, prices, product specifications, and fees.**
- 21. Defendants shall substantively respond within three (3) business days to all inquiries, written or verbal, by consumers or businesses who have ordered a product and/or service from Defendants. Upon request by a consumer or business, Defendants shall within three (3) business days provide a truthful and substantive progress update as well as true and contemporaneous photographs of the progress being made on the ordered product and/or service.**
- 22. Defendants shall not attempt to change or add any terms and conditions of sale after a consumer or business has placed an order and/or made a payment for a product and/or service, either unilaterally or without the consumer's or business's express written consent.**
- 23. If a consumer or business who has placed an order with Defendants and/or has paid money to Defendants complains, either to Defendants or to third parties, about Defendants' business and/or business acts or practices, Defendants may not:**
- A. Delay work on that consumer's or business's product and/or service;**
 - B. Threaten, intimidate, or retaliate against that consumer or business in any way;
and/or**
 - C. Block messages or delete social media posts or comments that pertain to Defendants' business acts and/or practices, including but not limited to the existence and/or terms of this Consent Judgment.**
- 24. Defendants shall conduct themselves with complete candor and shall not in any respect make any misrepresentations to consumers or businesses, including but not limited to**

misrepresentations concerning Defendants' business operations, the goods and/or services that Defendants advertise and/or sell, Defendants' communications with the Office of the Attorney General or any other law enforcement entity, and the contents of this Consent Judgment.

25. Defendants shall not advertise, solicit or take orders for, or accept payments of any sort from consumers or businesses for the provision of any products and/or services until:

- A. Defendants are in full compliance with all terms of this Consent Judgment; and**
- B. Defendants have provided to the Attorney General a notarized declaration swearing under penalty of perjury that they are in full compliance with this Consent Judgment.**

26. For a period of five (5) years from the execution of this Consent Judgment:

- A. At least fifteen (15) days prior to the posting of any advertisement, Defendants must notify the Attorney General in writing of such intended advertisement and provide the Attorney General with a copy of the advertisement. If the goods are advertised as being already built and ready to be picked up or shipped, Defendants must include in the advertisement the specific quantity of goods available for sale and provide proof to the Attorney General to substantiate that the advertised quantity of goods is complete and ready to ship or be picked up;**
- B. Within seven (7) days after the taking of any order for any goods or services, Defendants must notify the Attorney General in writing of the order and provide the Attorney General with all order information and contact information for the consumer and/or business that ordered the goods or services. Defendants may not**

accept payment for the ordered goods or services until Defendants have provided the Attorney General with the information required in this subparagraph;

C. Within seven (7) days after the receipt of any payment for any goods or services, Defendants must notify the Attorney General in writing of the payment and provide the Attorney General with all payment information and contact information for the consumer and/or business that made the payment;

D. Within seven (7) days after the shipment or pickup of any goods, Defendants must notify the Attorney General in writing of the order or payment, provide the name of the buyer and the order or payment amount, and provide proof to the Attorney General of the shipping or pickup; and

E. Defendants shall provide any and all information and documents requested by the Attorney General in response to notifications required under subparagraphs (A) through (D) within three (3) days of that request.

27. A violation of any of the injunctive provisions contained in Paragraphs 15 through 26 by any of the Defendants shall constitute an event of default under this Consent Judgment. No action or inaction on the part of the Attorney General upon the receipt of a notification from Defendants under Paragraphs 15 through 26 either shall be construed as acceptance of Defendants' activities or shall waive the Attorney General's right to enforce this Consent Judgment.

JUDGMENT AMOUNT

28. Plaintiff shall have a monetary judgment against Defendants, jointly and severally, in the amount of **EIGHT HUNDRED AND EIGHTY-SIX THOUSAND, FORTY-FIVE and 72/100 DOLLARS (\$886,045.72)** (hereinafter "Judgment Amount"). **FIVE HUNDRED**

FORTY-SEVEN THOUSAND and 00/100 DOLLARS (\$547,000.00) of this amount shall be a Civil Penalty, and **THREE HUNDRED THIRTY-EIGHT THOUSAND, FIVE HUNDRED FORTY-FIVE and 72/100 DOLLARS (\$338,545.72)** shall be Customer Restitution.

A. Customer Restitution:

- i. Beginning January 15, 2020, and continuing through and including March 31, 2020 (the “Claims Period”), customers who believe they are entitled to restitution hereunder may file a claim for restitution with the Office of the Attorney General. To be eligible for restitution, a customer must submit a claim to the Attorney General during the Claims Period demonstrating that:**
 - 1. On or after October 1, 2016, the customer paid one or more of the Defendants for one or more products and/or services (including but not limited to deposits and fees for spots on a “build list”), did not receive the ordered product or service, and did not receive a full refund of the payments made;**
 - 2. On or after October 1, 2016, the customer purchased a ticket for and won one or more products and/or services from a RAFFLE conducted by one or more of the Defendants, did not receive the awarded products and/or services, and has not received a full refund of monies paid for the winning raffle ticket; or**
 - 3. Prior to October 1, 2016, the customer paid one or more of the Defendants for one or more products and/or services (including but**

not limited to deposits and fees for spots on a “build list”), did not receive the ordered product or service, and did not receive a full refund of the payments made. Customers who purchased prior to October 1, 2016, must also provide proof that subsequent to October 1, 2016, one or more of the Defendants made a false or misleading representation relating to the production status of the ordered product, reasons for delay in shipment, timing of delivery or similar misrepresentations which prevented the customer from seeking charge-backs, cancelling orders, or taking similar action as a result of the non-delivery of product.

- ii. Upon receipt of a claim for restitution from a customer, the Attorney General will determine whether the customer is entitled to restitution and, if so, the amount which is due. Whether a customer has sufficiently demonstrated eligibility for restitution and the amount of restitution due to that customer shall be within the Attorney General’s sole discretion.
- iii. If the total monetary amount of eligible claims for restitution submitted during the Claims Period is less than THREE HUNDRED THIRTY-EIGHT THOUSAND, FIVE HUNDRED FORTY-FIVE and 72/100 DOLLARS (\$338,545.72), the parties shall amend this Consent Judgment to reflect the actual amount to be paid by Defendants as customer restitution. Likewise, if the total monetary amount of eligible claims for restitution submitted during the Claims Period is more than THREE HUNDRED THIRTY-EIGHT THOUSAND, FIVE HUNDRED FORTY-

FIVE and 72/100 DOLLARS (\$338,545.72), the parties shall amend this Consent Judgment to reflect the actual amount to be paid by Defendants as customer restitution. The Court shall maintain jurisdiction over this matter to allow the parties accordingly to file a motion to amend the judgment if necessary.

- iv. Payment of the total amount of eligible claims for customer restitution submitted during the Claims Period shall be made in forty-two (42) equal monthly installments, beginning on April 15, 2020, and continuing through and including October 15, 2023. Each installment shall be made by certified check or money order made payable to the Georgia Department of Law, and delivered to Melissa M. Devine, Assistant Attorney General, Consumer Protection Division, 2 Martin Luther King, Jr. Drive, Suite 356 East Tower, Atlanta, Georgia 30334. The payments shall be set aside in a Trust Account established by the Georgia Department of Law for purposes of disbursement to eligible customers.
- v. The Attorney General shall send, on a bi-annual basis beginning November 15, 2020, *pro rata* payments to the eligible customers. These payments will continue on a bi-annual basis until the total restitution amount has been received and disbursed to eligible customers. Should Defendants default on this Consent Judgment, and the Attorney General does not receive the full customer restitution amount required under this Consent Judgment, the Attorney General shall distribute the amounts received from Defendants to customers *pro rata*.

B. Civil Penalty:

- i. Defendants shall pay a Civil Penalty in the amount of FIVE HUNDRED FORTY-SEVEN THOUSAND and 00/100 DOLLARS (\$547,000.00) to the Attorney General, the sum of which is to be used by the Attorney General for purposes that may include but are not limited to civil penalties, attorneys' fees, and other costs of investigation and litigation, or to be placed in or applied to any consumer protection law enforcement fund, including future consumer protection or privacy enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of inquiry leading hereto, consumer restitution, or for other uses permitted by state law, at the sole discretion of the Attorney General. This payment shall be made via certified check or money order made payable to the Georgia Department of Law, and delivered to Melissa M. Devine, Assistant Attorney General, Consumer Protection Division, 2 Martin Luther King, Jr. Dr., Suite 356, East Tower, Atlanta, Georgia 30334. Payment of this amount shall be made as follows:**
- ii. Defendants shall pay the Civil Penalty Payment on or before 5:00 PM Eastern Time on December 1, 2024. Notwithstanding anything contained herein to the contrary, Defendants shall not be required to pay the Civil Penalty if:**

 - 1. Defendants have complied in full with the provisions of this Consent Judgment;**

- 2. As of the date on which the payment is due, the Attorney General has received no additional verifiable, actionable complaints that implicate violation(s) of this Consent Judgment, which occur following the execution of this Consent Judgment, and are attributable to the Defendants, their agents, employees, independent contractors, representatives, or persons or entities acting in concert with or on behalf of Defendants.**

 - a. The Attorney General shall forward any complaints received to Defendants and shall provide Defendants ten (10) days to provide an explanation or refute any complaint that is made under this provision. After expiration of the ten (10)-day period, and after considering any timely response, if any, submitted by Defendants, the Attorney General shall determine in his sole discretion whether the complaint(s) is verifiable and actionable and that decision shall be binding on Defendants. If the Attorney General determines that a complaint is verifiable and actionable, Defendants are in default of this Consent Judgment as laid out in Paragraphs 37 and 38 and the Attorney General shall follow the default procedures outlined in Paragraphs 37 and 38; and**
- 3. The Attorney General has received from Defendants a certification, under penalty of perjury, that Defendants have fully**

complied with all provisions of this Consent Judgment, and a request that the Final Payment be waived. Said certification and request shall be submitted to the Attorney General no earlier than November 20, 2024. The decision as to whether compliance has occurred is within the sole discretion of the Attorney General and shall be binding on Defendants.

NOTIFICATION TO THE ATTORNEY GENERAL AND NOTICE OF JUDGMENT

29. Defendants shall provide to the Attorney General, on a monthly basis on the first of the month beginning on February 1, 2020, a list of the consumers and businesses who received their ordered products and/or services during the previous month. For each consumer and/or business, list must contain: the date of delivery of the product or provision of service; the item delivered or service provided; the dates and amounts of any and all payments made to Defendants by the consumer or business; and the contact information for each consumer or business, including the email address and phone number for each consumer or business.
30. Defendants shall respond in a timely manner, but in no case later than five (5) business days, to all inquiries from the Attorney General's office related to the subject of this Consent Judgment sent via email to Defendants via Donald Boston, at builtritecookers@gmail.com, or to anyone designated as being authorized to accept service pursuant to Paragraph 32(E) of this Consent Judgment.
31. Upon request by the Attorney General, Defendants shall provide, within five (5) business days, information related to this Consent Judgment and/or to assist the Attorney General in assessing compliance with this Consent Judgment as specified by the Attorney General, including but not limited to posts and comments made by Defendants on social media or on

internet forums, customer complaints and Defendants' responses thereto, communications with consumers and businesses, financial records, shipping records, sales records, and copies of policies and terms and conditions of sale. Such requests by the Attorney General may be made via Donald Boston, at builtritecookers@gmail.com, or to anyone designated as being authorized to accept service pursuant to Paragraph 32(E) of this Consent Judgment.

32. For a period until December 1, 2024, Defendants shall notify the Attorney General in writing of any of the following:

- A. Any change in any of the Defendants' names, d/b/a's, residence or business mailing address, and/or telephone numbers, within twenty-one (21) days of the date of such change;
- B. Any change in Donald Boston's role or title in any entity, ownership interest in any entity, or employment status (including self-employment) with any entity, within twenty-one (21) days of such change. Such notice shall include the name and address of each entity, a statement of the nature of the entity, and a statement of Donald Boston's duties and responsibilities in connection with the entity or employment;
- C. Any change in Built Rite Mobile Concessions LLC's, Built Rite Cookers LLC's, or Built Rite Cookers/Smokers LLC's ownership interest in any other entity, affiliation with any other entity, or any successor entity of either Built Rite Mobile Concessions LLC, Built Rite Cookers LLC, or Built Rite Cookers/Smokers LLC, within ten (10) days of such change;
- D. Any change in the persons or entities doing business as "Built Rite Cookers," "Built Rite Smokers," or "Built Rite Mobile Concessions" within ten (10) days of such change; and

E. To the extent that Donald Boston is no longer the proper individual to receive any service of process on Defendants, Defendants must within fourteen (14) days: (a) designate a new individual to receive service of process or a copy of any service of process on their behalf, as the case may be; and (b) notify the Attorney General in writing of that new individual as well as the contact information for that individual.

33. Notice under Paragraph 32 shall provide the name, address, and purpose of each person or entity that has changed, including the name, address, and purpose of any entities newly affiliated with, performing services for, or doing business with any of the Defendants, and the purpose for the change.

34. Defendants hereby agree to give notice of this Consent Judgment to their successors and/or assigns, principals, officers, directors, owners, employees, agents, as well as all persons or entities acting in concert with or on behalf of Defendants and all persons or entities doing business as “Built Rite Cookers,” “Built Rite Smokers,” or “Built Rite Mobile Concessions.” This Consent Judgment shall bind Defendants and their successors and/or assigns who take with notice of the terms and provisions thereof.

DEFAULT & CURE NOTICE

35. In the event the Attorney General believes that Defendants have violated any provision in this Consent Judgment and therefore considers Defendants in default of their obligations, the Attorney General shall provide notice to Defendants identifying Defendants’ actions that constitute a default under this Consent Judgment and shall provide Defendants ten (10) business days to explain why a default has not occurred. The default notice shall be sent via email to Defendants via Donald Boston, at builtritecookers@gmail.com, or to anyone

designated as being authorized to accept service pursuant to Paragraph 32(E) of this Consent Judgment.

36. The Attorney General will review any response timely provided by Defendants and shall decide in the Attorney General's sole discretion whether a default has occurred.
37. In the event the Attorney General determines that a default of any provision of this Consent Judgment has occurred, the full Judgment Amount will be immediately due and payable to the Department of Law and Defendants shall be permanently enjoined from advertising, taking orders for, or selling any goods or services in the State of Georgia, or advertising to, taking orders from, or selling any goods or services to any Georgia residents. The Attorney General shall send a notice to Defendants, via email to Defendants via Donald Boston, at builtritecookers@gmail.com, or to anyone designated as being authorized to accept service pursuant to Paragraph 32(E) of this Consent Judgment, informing them of the Attorney General's decision and that Defendants are to cease further sales operations in Georgia and with Georgia residents, and demanding payment of the Judgment Amount less any amounts paid. If Defendants continue advertising, taking orders, or selling goods or services in Georgia, or continue advertising to, taking orders from, or selling goods or services to Georgia residents, they shall be in contempt of court and the Attorney General shall be permitted to exercise any and all rights and remedies available under the law.
38. If, within ten (10) business days after receiving the demand notice as described in Paragraph 37 above, Defendants do not pay the Judgment Amount in full to the Department of Law, the Judgment Amount less any amounts paid may immediately be recorded by Plaintiff in the General Execution Docket and Plaintiff may proceed to execute on the judgment without any further notice to Defendants. Plaintiff's enforcement of payment of the Judgment Amount in

the event of default will not be a waiver of Plaintiff's right to institute any legal proceedings against Defendants in the event that any of the provisions set forth in this Consent Judgment are violated, and Plaintiff may take any and all action available to pursue enforcement and collection of the Judgment Amount, including pursuing any remedies under the Uniform Voidable Transactions Act, O.C.G.A. § 18-2-70 *et seq.*

MISREPRESENTATIONS

39. Defendants have made the following representations and warranties upon which the Attorney General has relied for the purposes of consenting to this Consent Judgment:

- A. That they have accurately and completely disclosed to the Attorney General all information and documentation evidencing their receipt of orders from consumers and businesses and their receipt of monies from consumers and businesses, including but not limited to the dates and amounts of those receipts;**
- B. That they have accurately and completely disclosed to the Attorney General all information and documentation evidencing Defendants' representations to consumers and businesses regarding shipment, delivery, and completion dates;**
- C. That they have accurately and completely disclosed to the Attorney General all information and documentation evidencing Defendants' construction of goods for, shipment and/or delivery of goods to, and performance of services for consumers and businesses, including but not limited to the dates of construction, shipment, delivery, and/or performance;**
- D. That they have accurately and completely disclosed to the Attorney General all information and documentation evidencing refunds of monies received from consumers and businesses;**

E. That they have accurately and completely disclosed to the Attorney General all information and documentation evidencing Defendants' advertising of, selling tickets for, and operation of RAFFLES; and

F. That they have accurately and completely disclosed to the Attorney General all information and documentation concerning Defendants' income, assets, debts, and ability to pay restitution or penalties to the Attorney General.

40. In the event the Attorney General receives information evidencing that Defendants have made any misrepresentations upon which the Attorney General relied for the purpose of consenting to the terms of this Consent Judgment, including but not limited to those representations and warranties listed in Paragraph 39 above, the Attorney General shall treat this as evidence of a default of this Consent Judgment and follow the default procedures as set forth above in Paragraphs 35 through 38 of this Consent Judgment.

GENERAL PROVISIONS

41. The titles and headers to each section of this Consent Judgment are for convenience purposes only and are not intended by the parties to lend meaning to the actual provisions of the Consent Judgment.

42. Nothing in this Consent Judgment shall limit the Attorney General's right to obtain information, documents, or testimony from Defendants pursuant to any applicable state or federal law, regulation, or rule.

43. No waiver, modifications, or amendment of the terms of this Consent Judgment shall be valid or binding unless made in writing, agreed to by all Parties, and approved by this Court following a joint motion to amend the judgment, and then only to the extent specifically set forth in such written waiver, modification, or amendment.

44. Any failure of the Attorney General to insist upon the strict performance by Defendants of any provision of this Consent Judgment shall not be deemed a waiver of any of the provisions of this Consent Judgment, and the Attorney General, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Consent Judgment.
45. Nothing in this Consent Judgment shall have a preclusive effect on the investigations of any other entities with which Defendants may be involved.
46. The entry of this Consent Judgment shall in no way impair the rights of individual consumers, businesses, or citizens to pursue legal action against the Defendants, nor shall it in any way hinder or preclude criminal authorities from investigating and/or prosecuting Defendants for the business acts and/or practices described herein.
47. The terms of this Consent Judgment shall be governed by the laws of the State of Georgia.
48. This Court shall retain jurisdiction over this matter and the Parties for the purpose of enforcing the terms of this Consent Judgment.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

This the 27 day of January, 2020.



JUDGE

APPROVED and SUBMITTED for ENTRY:

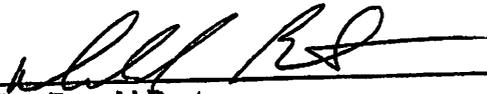
OFFICE OF THE ATTORNEY GENERAL
STATE OF GEORGIA

By: 

Date: 1/23/2020

Anne S. Infinger
Deputy Attorney General Consumer Protection Division
Georgia Department of Law
Georgia Bar No. 382918
Melissa M. Devine
Assistant Attorney General
Georgia Bar No. 403670
2 Martin Luther King, Jr. Drive SE
Suite 356
Atlanta, GA 30334
(404) 656-3795

BUILT RITE MOBILE CONCESSIONS LLC



By: Donald Boston
Title: Sole Owner, Member, Manager, and Operator

Date: 11/15/20

BUILT RITE COOKERS LLC.



By: Donald Boston
Title: Sole Owner, Member, Manager, and Operator

Date: 11/15/20

BUILT RITE COOKERS/SMOKERS LLC



By: Donald Boston
Title: Sole Owner, Member, Manager, and Operator

Date: 11/15/20

DONALD BOSTON, INDIVIDUALLY



By: Donald Boston, Individually

Date: 11/15/20