



General does not constitute approval of any of Defendants' business practices by the Attorney General.

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 it 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 it 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, by signature of counsel hereto, 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 from unfair and deceptive acts or practices.
8. Premiere Dermatology & Surgery, LLC is a domestic limited liability company whose principal office address is 4650 Stone Mountain Hwy., Lilburn, Georgia 30047. Premiere Dermatology & Surgery, LLC was formerly known as DeKalb Dermatology & Surgery, LLC. Aesthetic Laser & Boutique, Inc. is a domestic corporation whose principal office address is 4650 Stone Mountain Hwy., Lilburn, Georgia 30047. Aesthetic Laser & Boutique, Inc. does business as “Boutté Contour Surgery & Skin.” Boutté Contour Surgery & Dermatology, P.C., is a domestic corporation whose principal office address is 4650 Stone Mountain Hwy., Lilburn, Georgia 30047. Windell Davis-Boutté is the sole owner and operator of Premiere Dermatology & Surgery, LLC, Boutté Contour Surgery & Dermatology, P.C., and Aesthetic Laser & Boutique, Inc. Windell Davis-Boutté resides at 2165 Spencers Way, Stone Mountain, Georgia 30087 in DeKalb County, Georgia. Defendants agree that service of process may be effected by serving Defendants via Windell Davis-Boutte at [wdboutte@bouttecontour.com](mailto:wdboutte@bouttecontour.com) and [DermDocGA@gmail.com](mailto:DermDocGA@gmail.com) with a copy to Defendants’ counsel Rodney L. Eason, Esq. at [reason@easonlawfirm.com](mailto:reason@easonlawfirm.com), or anyone

designated as being authorized to accept service pursuant to Paragraph 28(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.
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 DeKalb County, Georgia.

#### **DEFINITIONS**

The following definitions apply to this Consent Judgment:

13. The term "EFFECTIVE DATE" shall mean July 18, 2019.
14. The term "MEDICAL PROFESSIONAL" shall mean any person offering, performing, assisting with, advising or consulting on, or interacting with consumers concerning, any surgery, procedure, or other service offered by Defendants. Such persons shall include, but shall not be limited to, doctors, chiropractors, nurses, nurse practitioners, nurse managers, physician assistants, medical technicians, medical assistants, medical managers, triage, operations managers, office managers, estheticians, beauticians, cosmetologists, health and wellness coaches, schedulers, coordinators, administrative and surgical support, records

managers, payment processors, and other personnel, whether serving as owners, employees, consultants, associates, or independent contractors.

15. 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.

### COMPLIANCE PROVISIONS

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

16. Defendants shall act in full compliance with the FBPA.

17. Defendants shall not represent, imply, or suggest that a MEDICAL PROFESSIONAL is board certified, or has a board certification, in a field in which the MEDICAL PROFESSIONAL is not board certified. By way of example only:

- A. Defendants may not represent or imply that a MEDICAL PROFESSIONAL is board certified in surgery, cosmetic surgery, or skin surgery, if the MEDICAL PROFESSIONAL does not possess a certification in surgery, cosmetic surgery, or skin surgery from a medical board that issues certifications in surgery, cosmetic surgery, or skin surgery; and
- B. Defendants may not describe a MEDICAL PROFESSIONAL as board certified in proximity to where Defendants describe that MEDICAL PROFESSIONAL as a surgeon, a cosmetic surgeon, or a skin surgeon, if the MEDICAL PROFESSIONAL does not possess a certification in surgery, cosmetic surgery, or skin surgery from a medical board that issues certifications in surgery, cosmetic surgery, or skin surgery.

18. If Defendants represent that a MEDICAL PROFESSIONAL is “board certified” or has a “board certification,” they must CLEARLY AND CONSPICUOUSLY disclose in that representation the name of the medical board issuing the certification and the type of certification. If Defendants represent that a MEDICAL PROFESSIONAL is “certified” in certain fields or procedures, they must CLEARLY AND CONSPICUOUSLY disclose in that representation the name of the entity that has issued that certification and the type of certification.
19. Defendants shall not represent, imply, or suggest that a MEDICAL PROFESSIONAL is “certified” or “medically certified” in certain fields or procedures, if the MEDICAL PROFESSIONAL does not possess such a certification. By way of example only, Defendants shall not represent or imply that a MEDICAL PROFESSIONAL is “certified” or “medically certified” in certain fields or procedures based upon a mere certificate of attendance at or completion of a training, course, seminar, or class.
20. Defendants shall not represent, imply, or suggest that they are, or a MEDICAL PROFESSIONAL is, a member of, or affiliated with, an organization, if Defendants or the MEDICAL PROFESSIONAL have no such membership or affiliation.
21. Defendants shall not maintain a refund policy that contains a fee or deposit that is non-refundable, unless under that policy the fee or deposit is fully refundable if Defendants are unable to perform the surgery, procedure, or other service for any reason.
22. A violation of the injunctive provisions contained in Paragraphs 16 through 21 of this Consent Judgment shall constitute a default under this Consent Judgment and subject to the default provisions outlined in Paragraphs 34 through 37 of this Consent Judgment.

## CONSUMER RESTITUTION

23. Defendants have provided to the Attorney General information accessible to Defendants or within Defendants' possession, care, custody, or control, reflecting all payments of any type and by any method that Defendants received from consumers since January 1, 2016, for Defendants to perform a surgery, procedure, or other service, and for any reason Defendants did not perform that surgery, procedure, or other service. The records are on file with the Attorney General and not attached to this Consent Judgment to protect the identity and privacy of the consumers.

A. Plaintiff and Defendants have agreed that 38 of these consumers are entitled to submit claims for restitution under Paragraph 25 of this Consent Judgment; the list of these 38 consumers is on file with the Attorney General and not attached to this Consent Judgment to protect the identity and privacy of the consumers.

24. Consumer Restitution Trust Account ("Trust Account"). Defendants shall provide consumer restitution in the amount of ONE-HUNDRED AND NINETY THOUSAND DOLLARS AND ZERO CENTS (\$190,000.00). Payment 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 funds shall be set aside in a Trust Account established by the Georgia Department of Law for purposes of disbursement to eligible consumers. Defendants shall make restitution payments as follows ("Restitution Payment Period"):

A. Restitution in the amount of FORTY-SEVEN THOUSAND DOLLARS AND ZERO CENTS (\$47,000.00) shall be paid on or before the EFFECTIVE DATE.



- B. Restitution in the amount of ONE-HUNDRED AND FORTY-THREE THOUSAND DOLLARS AND ZERO CENTS (\$143,000.00) shall be paid in accordance with the following schedule: consecutive monthly installments in the amount of FIVE HUNDRED DOLLARS AND ZERO CENTS (\$500.00) each shall be made on the first day of the month beginning on August 1, 2019, and ending on April 1, 2021; and consecutive monthly installments in the amount of THREE THOUSAND AND THREE-HUNDRED AND TWELVE DOLLARS AND FIFTY CENTS (\$3,312.50) each shall be made on the first day of the month beginning on May 1, 2021, and ending on August 1, 2024.
- C. Notwithstanding the foregoing, the sum of all payments made by Defendants during the Restitution Payment Period shall not exceed the Total Eligible Restitution Amount as defined below. Defendants shall strictly abide by the Restitution Payment Period schedule; however, when the sum of Defendants' payments made in accordance with the schedule in the Restitution Payment Period equals or exceeds the Total Eligible Restitution Amount, any remaining scheduled payments shall be waived and any amounts paid in excess of the Total Eligible Restitution Amount shall be returned to Defendants.
- D. A violation of the provisions contained in Paragraph 24 of this Consent Judgment shall constitute a default under this Consent Judgment and subject to the default provisions outlined in Paragraph 32 of this Consent Judgment.
25. Claim period. There will be an open period of six (6) months after the EFFECTIVE DATE for the 38 consumers contained in the list referenced in Paragraph 23(A) of this Consent Judgment to file claims for restitution with the Attorney General ("Claim Period").

- A. To be eligible for restitution:
- i. The consumer must demonstrate that he or she made a payment to one or more of the Defendants for one or more procedures with Defendants, and that the consumer's procedure(s) with Defendants has not occurred; and
  - ii. The consumer has not received a full refund from Defendants or a third party for that payment.
- B. Upon receipt of a claim for restitution from a consumer, the Attorney General will determine whether the consumer is due restitution and the amount of that restitution. Whether a consumer has sufficiently demonstrated eligibility for restitution and the amount of restitution due to any consumer shall be within the Attorney General's sole discretion. The sum total amount of restitution that the Attorney General determines within his sole discretion to be due to all eligible consumers (subject to any reductions made pursuant to Paragraph 25(C) of this Consent Judgment) shall be hereinafter referred to as the "Total Eligible Restitution Amount."
- C. Alternative Recovery. Should, during the Restitution Payment Period, an eligible consumer receive full or partial restitution by any means other than through this Consent Judgment ("Alternative Recovery"), Defendants shall notify the Attorney General of the Alternative Recovery as soon as possible. If the Attorney General determines within his sole discretion that the consumer has received Alternative Recovery, the amount of restitution due to that consumer through this Consent Judgment will be reduced by the amount of the Alternative Recovery. If the Attorney General determines within his sole discretion that the consumer has been overpaid as a result of receiving an Alternative Recovery payment in addition to a restitution

payment made through this Consent Judgment, the Attorney General will request a refund of the overpayment from the consumer. The Attorney General will immediately notify Defendants in the event of such an occurrence.

26. Payment of Consumer Restitution. Within sixty (60) days after the conclusion of the Claim Period, the Attorney General shall commence on (at a minimum) a yearly basis sending, via United States First Class Mail, refund checks withdrawn from the Trust Account providing restitution to eligible consumers *pro rata*. Payments will continue *pro rata* on (at a minimum) a yearly basis until the Total Eligible Restitution Amount has been disbursed.

**NOTIFICATION TO THE ATTORNEY GENERAL AND NOTICE OF JUDGMENT**

27. 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 Windell Davis-Boutte at [wdboutte@bouttecontour.com](mailto:wdboutte@bouttecontour.com) and [DermDocGa@gmail.com](mailto:DermDocGa@gmail.com), with a copy to Defendants' counsel Rodney L. Eason, Esq. at [reason@easonlawfirm.com](mailto:reason@easonlawfirm.com), or to anyone designated as being authorized to accept service pursuant to Paragraph 28(E) of this Consent Judgment.

28. For a period until August 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 Windell Davis-Boutté'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 Windell Davis-Boutté's duties and responsibilities in connection with the entity or employment;

- C. Any change in Premiere Dermatology & Surgery, LLC's, Boutté Contour Surgery & Dermatology, P.C.'s, or Aesthetic Laser & Boutique, Inc.'s ownership interest in any other entity, affiliation with any other entity, or any successor entity of either Premiere Dermatology & Surgery, LLC, Boutté Contour Surgery & Dermatology, P.C., or Aesthetic Laser & Boutique, Inc., within ten (10) days of such change;
  - D. Any change in the persons or entities doing business as "Boutté Contour Surgery & Skin" within ten (10) days of such change; and
  - E. To the extent that Windell Davis-Boutté is no longer the proper individual to receive any service of process on Defendants, or Rodney L. Eason, Esq., is no longer the proper individual to receive a copy of any such 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.
29. Notice under Paragraph 28 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.
30. 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 “Boutté Contour Surgery & Skin.” This Consent Judgment shall bind Defendants and their successors and/or assigns who take with notice of the terms and provisions thereof.

31. Failure to comply with Paragraphs 27 through 30 of this Consent Judgment shall constitute a default under this Consent Judgment and subject to the default provisions outlined in Paragraphs 34 through 37 of this Consent Judgment.

**RESTITUTION JUDGMENT AMOUNT**

32. Plaintiff shall have a monetary judgment against Defendants, jointly and severally, in the amount of ONE-HUNDRED AND NINETY THOUSAND DOLLARS AND ZERO CENTS (\$190,000.00) (“Restitution Judgment Amount”) for the restitution payment amounts during the Restitution Payment Period described in Paragraph 24 of this Consent Judgment. Defendants’ failure to make any of the restitution payments during the Restitution Payment Period—less any amounts in excess of the Total Eligible Restitution Amount—shall constitute a default of Paragraph 24 under this Consent Judgment (“Restitution Payment Default”).

A. If Defendants fail to make a payment when due, Plaintiff shall notify Defendants of the Restitution Payment Default in writing and Defendants will thereafter have twenty (20) days from the date of the notice to cure the Restitution Payment Default by making the required payment(s). If the Restitution Payment Default is not cured within the twenty (20) days of the notice, the full Restitution Judgment Amount—less any amounts paid and less any amounts in excess of the Total Eligible Restitution Amount—will become immediately due and payable to the Department of Law and the Attorney General shall send a notice to Defendants demanding payment.

- B. Plaintiff shall be required to send written notice of default only twice. Upon a third payment default, the full Restitution Judgment Amount—less any amounts paid and less any amounts in excess of the Total Eligible Restitution Amount— will become immediately due and payable to the Department of Law within ten (10) business days after receiving the notice of default from the Attorney General.
- C. If, within ten (10) business days after receiving a demand notice as described in Paragraph 32(A) or a notice of default as described in Paragraph 32(B) above, Defendants do not pay the full Restitution Judgment Amount—less any amounts paid and less any amounts in excess of the Total Eligible Restitution Amount—to the Department of Law, then the Restitution Judgment Amount—less any amounts paid and less any amounts in excess of the Total Eligible Restitution Amount—may immediately be recorded by Plaintiff in the General Execution Docket and Plaintiff may proceed to execute on the Restitution Judgment Amount—less any amounts paid and less any amounts in excess of the Total Eligible Restitution Amount—without any further notice to Defendants. Plaintiff’s enforcement of payment of the Restitution 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 the provisions set forth in Paragraph 24 of this Consent Judgment are violated, and Plaintiff may take any and all action available to pursue enforcement and collection of the Restitution Judgment Amount, including pursuing any remedies under the Uniform Voidable Transactions Act, O.C.G.A. § 18-2-70 *et seq.*
- D. Written notice of the Restitution Payment Default shall be sent via email to Defendants via Windell Davis-Boutte at [wdboutte@bouttecontour.com](mailto:wdboutte@bouttecontour.com) and

DermDocGA@gmail.com, with a copy to Defendants' counsel Rodney L. Eason, Esq. at reason@easonlawfirm.com, or to anyone designated as being authorized to accept service pursuant to Paragraph 28(E) of this Consent Judgment.

**CIVIL PENALTY JUDGMENT AMOUNT**

33. Plaintiff shall have a monetary judgment against Defendants, jointly and severally, for a civil penalty in the amount of SIX-HUNDRED AND EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$680,000.00) ("Civil Penalty Judgment Amount"), the sum of which is to be used by the Attorney General's Office 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 the inquiry leading hereto, 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. Drive, Suite 356, East Tower, Atlanta, Georgia 30334. Defendants shall not be required to pay the Civil Penalty Judgment Amount if the following conditions listed in Paragraph 33(A) and (B) below have been met as of 5:00 PM Eastern Time on August 1, 2024:

- A. Defendants have complied in full with the provisions of Paragraphs 16 through 21, 27 through 30, and 39 of this Consent Judgment; and
- B. 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 Paragraphs

16 through 21, 27 through 30, or 39 of this Consent Judgment, following the execution of this Consent Judgment, and are attributable to Defendants, their agents, employees, independent contractors, representatives, or persons or entities acting in concert with or on behalf of Defendants. The Attorney General shall provide Defendants with the opportunity to provide an explanation or refute any complaint that is made under this provision.

34. In the event the Attorney General believes that Defendants have violated any provision in Paragraphs 16 through 21, 27 through 30, or 39 of 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 of a provision of Paragraphs 16 through 21, 27 through 30, or 39 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 Windell Davis-Boutte at [wdboutte@bouttecontour.com](mailto:wdboutte@bouttecontour.com) and [DermDocGA@gmail.com](mailto:DermDocGA@gmail.com), with a copy to Defendants' counsel Rodney L. Eason, Esq. at [reason@easonlawfirm.com](mailto:reason@easonlawfirm.com), or to anyone designated as being authorized to accept service pursuant to Paragraph 28(E) of this Consent Judgment.

35. The Attorney General will review any response timely provided by Defendants and shall decide in his sole discretion whether a default has occurred.

36. In the event the Attorney General determines that a default of any provision of Paragraphs 16 through 21, 27 through 30, or 39 of this Consent Judgment has occurred, the full Civil Penalty Judgment Amount will be immediately due and payable to the Department of Law and the Attorney General shall send a notice to Defendants demanding payment.



37. If, within ten (10) business days after receiving the demand notice as described in Paragraph 36 above, Defendants do not pay the Civil Penalty Judgment Amount in full to the Department of Law, the Civil Penalty Judgment Amount 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 Civil Penalty 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 Paragraphs 16 through 21, 27 through 30, or 39 of this Consent Judgment are violated, and Plaintiff may take any and all action available to pursue enforcement and collection of the Civil Penalty Judgment Amount, including pursuing any remedies under the Uniform Voidable Transactions Act, O.C.G.A. § 18-2-70 *et seq.*

#### **MISREPRESENTATIONS**

38. 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 monies from consumers related to medical procedures to be performed by Defendants that have not taken place;
- B. That they have accurately and completely disclosed to the Attorney General all information and documentation evidencing credit or debit card chargebacks and refunds of monies received from consumers;

- C. That they have accurately and completely disclosed to the Attorney General all information and documentation evidencing requests for refunds that they received from consumers;
  - D. That they do not have in their possession or control any monies received from consumers related to medical procedures to be performed by Defendants that have not taken place;
  - E. That they have accurately and completely disclosed to the Attorney General all information and documentation concerning Defendants' income, assets, debts, and ability to pay refunds to consumers or penalties to the Attorney General; and
  - F. That they do not possess sufficient financial resources to pay the full amount of the Restitution Judgment Amount identified in Paragraph 32 immediately upon entry of the Consent Judgment.
39. 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 38 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 34 through 37 of this Consent Judgment.

#### **GENERAL PROVISIONS**

40. 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.

41. 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.
42. 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 and then only to the extent specifically set forth in such written waiver, modification, or amendment.
43. 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.
44. Nothing in this Consent Judgment shall have a preclusive effect on the investigations of any other entities with which Defendants may be involved.
45. The terms of this Consent Judgment shall be governed by the laws of the State of Georgia.
46. 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 7 day of August, 2019.

  
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JUDGE

**APPROVED and SUBMITTED for ENTRY:**

OFFICE OF THE ATTORNEY GENERAL  
STATE OF GEORGIA

By: Mel. M. D.

Date: 7/16/2019

Anne S. Infinger  
Deputy Attorney General Consumer Protection Division  
Georgia Department of Law  
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PREMIERE DERMATOLOGY & SURGERY, LLC

Windell Davis-Boutté

Date: 7/11/19

By: Windell Davis-Boutté  
Title: Sole Owner and Operator

AESTHETIC LASER & BOUTIQUE, INC.

Windell Davis-Boutté

Date: 7/11/19

By: Windell Davis-Boutté  
Title: Sole Owner and Operator

BOUTTÉ CONTOUR SURGERY & DERMATOLOGY, P.C.

Windell Davis-Boutté

Date: 7/11/19

By: Windell Davis-Boutté  
Title: Sole Owner and Operator

WINDELL DAVIS-BOUTTÉ, INDIVIDUALLY

Windell Davis-Boutté

Date: 7/11/19

By: Windell Davis-Boutté, Individually