

nature of case: wholesale jeweler, d.o.

*mass ref: jeweler
wholesale
price*

CLERK
K.S. DISTRICT COURT
3RD JUDICIAL DISTR.

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GENERAL JURISDICTION
TOPEKA KANSAS

88-010

D. Jeanne Kutzley
Supreme Court #12399
Assistant Attorney General
Office of the Attorney General
Kansas Judicial Center - Lower Level
Topeka, Kansas 66612-1597
(913) 296-3751

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS
DIVISION 5

STATE OF KANSAS, ex rel.,)
ROBERT T. STEPHAN, Attorney General,)
)
Plaintiff,)
)
vs.)
)
GRANIER ENTERPRISES, INC. d/b/a)
GOLD & SILVER JEWELERS d/b/a)
GOLD & SILVER WHOLESALE JEWELERS)
d/b/a GOLD & SILVER REPAIR d/b/a)
GOLD & SILVER EXCHANGE,)
)
Defendants.)

Case No. 88CV521

(Pursuant to K.S.A. Chapter 60)

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this _____ day of _____, 1988, the Petition for approval of Consent Judgment filed by the State of Kansas comes on for hearing. The State of Kansas appears by Robert T. Stephan, Attorney General and D. Jeanne Kutzley, Assistant Attorney General. The Defendant appears by Bruce D. Woolpert, Hardesty, Puckett and Woolpert, 2201 West 29th, P. O. Box 5514, Topeka, Kansas 66605.

Whereupon, the parties advise the Court they have stipulated and agreed to the following matters:

1. Robert T. Stephan is the duly elected, qualified and acting Attorney General of the State of Kansas.
2. The Attorney General's authority to bring this action is derived from the statutory and common law of the State of Kansas, specifically the Kansas Consumer Protection Act, K.S.A. 50-623 et seq.

3. Defendant, Granier Enterprises, Inc., is a Kansas business located at 2121 S.W. Wanamaker, Topeka, Kansas and 29th and Topeka, Topeka, Kansas. The Defendant enters its voluntary general appearance. The Defendant admits the Court has jurisdiction over the parties and the subject matter.

4. Venue is proper in Shawnee County according to K.S.A. 50-638.

5. The Defendant advertises and sells diamond jewelry. It is a "supplier" under K.S.A. 50-624.

6. The Defendant entered into "consumer transactions" as defined under K.S.A. 50-624 (c) and (g) by advertising and selling diamond jewelry from within the State of Kansas to consumers.

7. Consumers purchased diamond jewelry from the Defendant relying on Defendant's advertisements and representations.

8. The Attorney General, pursuant to K.S.A. 50-631, has investigated the business activities of the Defendant based on a belief that the Defendant has engaged in, was engaging in or was about to engage in, deceptive and unconscionable acts and practices in violation of the Kansas Consumer Protection Act, K.S.A. 50-626 and K.S.A. 50-627.

9. The Attorney General alleges the following acts and practices by the Defendant are violations of the Kansas Consumer Protection Act and are deceptive:

- a) Defendant displays a sign as follows: "At Gold & Silver Jewelers you can be sure that you are buying only the best. All merchandise is guaranteed and our diamonds have a lifetime guarantee";
- b) Defendant advertises as a "wholesale" jeweler but does not sell wholesale to the general public.

10. The Attorney General alleges these acts and practices are violations of the Kansas Consumer Protection Act, including but not limited to the following:

- a) Representations made knowingly or with reason to know that property or services are of a particular standard, quality, grade, style, or model, if they are of another which differs materially from the representation K.S.A. 50-626(b)(1)(D); and
- b) The intentional use, in any oral or written representation, of exaggeration, innuendo or ambiguity as to a material fact K.S.A. 50-626(b)(2).

11. The Defendant voluntarily agrees to this Consent Judgment without admitting liability and without trial or adjudication of any issue of fact or law.

12. The provisions of this Consent Judgment will be applicable to the Defendant, and every employee, agent or representative of the Defendant.

13. The Defendant agrees to refrain from and to be enjoined from engaging in all acts and practices alleged by the State of Kansas to be deceptive, in paragraphs number 9 & 10.

14. The Defendant agrees to make available and/or disclose the provisions of this Consent Judgment to its employees, agents and representatives.

15. The Defendant agrees to remove the sign listed in paragraph 9(a) above. Defendant will not make general statements about diamond clarity, color, cut and carat weight. The Defendant agrees to make representations as to diamond clarity, color, cut and carat weight based only on each individual diamond's qualities.

16. Defendant agrees to stop advertising to consumers as a "wholesale jeweler".

17. The Defendant agrees to resolve all consumer complaints currently on file with the Attorney General's Office within thirty (30) days of the date of this Consent Judgment. The complaints will be resolved to the satisfaction of the Attorney General.

18. The Defendants agree to pay \$1,000 in investigation fees and expenses to the Attorney General of the State of Kansas at the time of filing this Consent Judgment. Payment will be by certified check.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the stipulation and agreement of the parties contained herein are adopted and approved as the findings of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. 50-632(b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the Order of the Court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant and all employees, agents or representatives are hereby restrained and enjoined from engaging in any acts or practices alleged by the State of Kansas, in paragraphs 9 & 10 of the stipulations herein, to be deceptive.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defendant will resolve all current complaints as stipulated in this Consent Judgment.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant will follow the guidelines in this Consent Judgment for representation of diamond quality.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant will stop advertising to consumers as a "wholesale jeweler" as stipulated in the Consent Judgment and will remove the sign listed in paragraph 9(a) above.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant will pay \$1,000 investigation fees and expenses to the Attorney General of the State of Kansas at the time of filing this Consent Judgment. Payment will be by certified check.

IT IS SO ORDERED.

JUDGE OF THE DISTRICT COURT

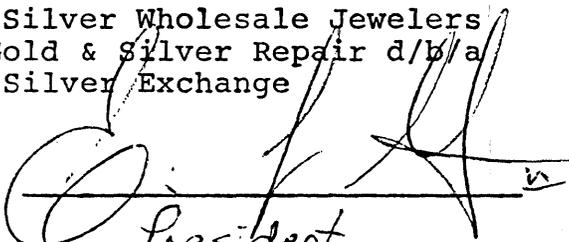
Approved by:

ROBERT T. STEPHAN
Attorney General

D. Jeanne Kutzley
Assistant Attorney General

Attorneys for Plaintiff.

Granier Enterprises, Inc. d/b/a
Gold & Silver Jewelers d/b/a
Gold & Silver Wholesale Jewelers
d/b/a Gold & Silver Repair d/b/a
Gold & Silver Exchange

By : 
Title: President

Defendant.


Bruce D. Woolpert
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Attorney for Defendant.