

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

5. The Defendant is a chiropractor. He 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 (h) by providing chiropractic services. The Defendant then attempted collection of past due patient accounts.

7. Consumers were patients and received the Defendant's collection notices.

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 and unconscionable:

- a) The Defendant sent his consumer/patients with past due accounts collection notices similar to attached Exhibit "A";
- b) The notice appears to be a "copy" of an original sent to the Defendant's attorney or a collection agency for collection. In fact, the Defendant's attorney or collection agency do not receive a copy at that time the consumer receives a copy;
- c) The Defendant has no pre-arrangement for collections with attorney Laman or with Gordon Collection;
- d) Consumer/patients are lead to believe that their account has already been placed for collection when in fact it has not;
- e) Defendant charges consumer/patients \$15.00 for legal or collection fees under the guise

of legal fees charged by the attorney or collection agency named when in fact, those fees are paid to the Defendant;

- f) Consumer/patients are not notified in advance that there will be an additional charge on overdue accounts.

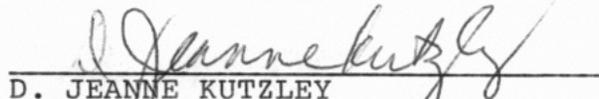
10. The Attorney General alleges these acts and practices are violations of the Kansas Consumer Protection Act, including but not limited to the following:

- a) No supplier shall engage in any deceptive act or practice in connection with a consumer transaction K.S.A. 50-626(a);
- b) Representations made knowingly or with reason to know that the supplier has a sponsorship, approval, status, affiliation or connection that he or she does not have K.S.A. 50-626(b) (1) (B);
- c) 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);
- d) The intentional failure to state a material fact, or the intentional concealment, suppression or omission of a material fact, whether or not any person has in fact been misled K.S.A. 50-626(b) (3); and
- e) That the supplier took advantage of the inability of the consumer reasonably to protect the consumer's interests because of the consumer's physical infirmity, ignorance, illiteracy, inability to understand the language of an agreement or similar factor K.S.A. 50-627(b) (1).

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

APPROVED BY:


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