

3. The Parties stipulate and the Court finds that:

(a) The Attorney General has reason to believe that James Joseph Trometer acted as agent for this Defendant, Boulevard Auto Credit.

(b) James Joseph Trometer formerly advertised for sale and sold cars at his residence. Neither James Joseph Trometer nor the Defendant is licensed to sell vehicles in Kansas.

(c) The vehicles sold by James Joseph Trometer are sold "as is", thereby limiting the implied warranties and remedies therefore, in violation of K.S.A. 50-627(b) (7), K.S.A. 50-639 (a) (1) and K.S.A. 50-639 (a) (2).

(d) Trometer's home is not the regular place of business for Boulevard Auto Credit. The consumers were not provided appropriate notice of the buyer's right to cancel in violation of K.S.A. 50-640.

(e) The Consumers were not provided a title search disclosure in violation of K.S.A. 50-653.

4. In an effort to avoid the uncertainties of litigation, the Defendant voluntarily agrees to this Consent Judgment without admitting liability and without trial or adjudication of any issue of fact or law.

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

6. 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 and unconscionable, in paragraph number 3.

7. The Defendant agrees to satisfy and agrees to resolve all consumer complaints to the satisfaction of the Office of the Attorney General after the date of this Consent Judgment, whether brought to Defendant's attention by the State of Kansas or by consumers complaining directly to the Defendant. Defendant shall apprise the State of Kansas, through the Plaintiff, in a simple and concise manner, the disposition of those complaints and disputes within thirty (30) days after resolved.

8. The Defendant shall not enter into, form, organize or reorganize into any partnership, corporation, sole proprietorship or any other legal structures, for the purpose of avoiding compliance with the terms of this Consent Judgment.

9. The Defendant agrees to pay \$3,000.00 in investigation fees and expenses to the Attorney General of the State of Kansas at the time of filing this Consent Judgment.

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

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Consent Judgment and adopts the same as the Order of the Court.

IT IS SO ORDERED.

[Signature]
JUDGE OF THE DISTRICT COURT

APPROVED BY:

[Signature]
ROBERT T. STEPHAN #05340
Attorney General

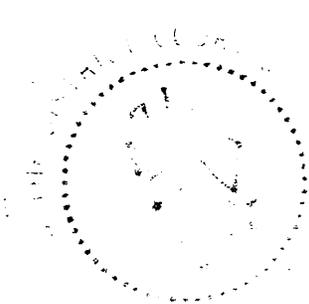
[Signature]
Shelly Gasper #12876
Assistant Attorney General

ATTORNEYS FOR PLAINTIFF

[Signature]
Michael D. Sell

ATTORNEY FOR DEFENDANT
Boulevard Auto Credit

FILED
DOUGLAS COUNTY
DISTRICT COURT
91 APR 28 AM 3 45
BY: SHERLYN K. SAMPSON
CHIEF CLERK



I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
Dated December 8, 1993

Sherlyn K. Sampson, Chief Clerk
Douglas County District Court
Lawrence, Kansas
By: *[Signature]*
Deputy