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99-030

Derek L. Schmidt, #17781
Assistant Attorney General
Office of the Attorney General
Kansas Judicial Center
Topeka, Kansas 66612-1597
(785) 296-3751

COPY

IN THE DISTRICT COURT OF FORD COUNTY, KANSAS
DIVISION 3

STATE OF KANSAS, *ex rel.*
CARLA J. STOVALL, Attorney General,

Plaintiff,

vs.

DONALD "DON" DEMUTH, individually
and d/b/a CROWN EXTERMINATING,
CROWN EXTERMINATING II, and
CROWN EXTERMINATION, and
REGINA P. DEMUTH, individually and
d/b/a CROWN EXTERMINATING,

Defendants.

Case No. 99 C 78

CLERK DISTRICT COURT

NOV 3 8 49 AM '99

FILED

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 3rd day of November, 1999, comes before the Court the Journal Entry of Consent Judgment, entered into between Plaintiff, State of Kansas, *ex rel.* Carla J. Stovall, Attorney General, and Defendant Regina P. DeMuth, individually, and d/b/a Crown Exterminating, pursuant to K.S.A. 50-632(b). Plaintiff, State of Kansas, *ex rel.* Carla J. Stovall, Attorney General, appears by and through Derek L. Schmidt, Assistant Attorney General. Defendant Regina P. DeMuth appears by and through counsel, Thomas W. Young. Defendant Donald "Don" DeMuth, individually, and d/b/a Crown Exterminating, Crown Exterminating II, and Crown Extermination, is not a party to this Consent Judgment, and approval and entry of this Journal Entry of Consent Judgment shall not diminish, reduce or otherwise alter the liability of

Defendant Donald "Don" DeMuth, individually, and d/b/a Crown Exterminating, Crown Exterminating II, and Crown Extermination for the acts and practices alleged in Plaintiff's Petition filed in this case.

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

1. On March 25, 1999, Plaintiff, State of Kansas, *ex rel.* Carla J. Stovall, Attorney General, filed a Petition in the District Court of Ford County, Kansas, (hereinafter "Plaintiff's Petition") naming Donald DeMuth (hereinafter "Defendant DeMuth") and Regina P. DeMuth (hereinafter "Defendant Murray" because she has changed her name to Regina Murray) as defendants.

2. Regina P. DeMuth has changed her name to Regina Murray. Defendant Murray shall sign this Journal Entry of Consent Judgment in the name Regina Murray and acknowledges that she is one in the same person as the Regina P. DeMuth named as a Defendant in Plaintiff's Petition.

3. Plaintiff's Petition alleged numerous violations of the Kansas Consumer Protection Act committed by Defendants.

4. Defendant Murray stipulates and admits paragraphs one (1) through seven (7) as set forth in Plaintiff's Petition, and such paragraphs are hereby incorporated by reference.

5. Defendant Murray waives service of process related to this Consent Judgment and enters her voluntary general appearance as allowed by K.S.A. 60-303(d).

6. The Attorney General has set forth numerous allegations against Defendant Murray in paragraphs eight (8) through thirty (30) of Plaintiff's Petition, including all subparagraphs thereof, and such paragraphs are hereby incorporated by reference.

7. For the purpose of settlement, Plaintiff, State of Kansas, *ex rel.* Carla J. Stovall, Attorney General, and Defendant Murray have agreed to entry of this Journal Entry of Consent Judgment.

8. This Consent Judgment settles only the claims made by the Plaintiff against Defendant Murray. Plaintiff expressly reserves the right to proceed with its claims against Defendant DeMuth, and entry of this Consent Judgment does not settle, affect or diminish the claims made by Plaintiff against Defendant DeMuth. This Consent Judgment with Defendant Murray shall in no way release Defendant DeMuth, who is responsible for certain acts of Defendant Murray under the legal doctrine of *respondeat superior*, nor does this Consent Judgment in any way release Defendant DeMuth from liability for his own wrongful acts.

INJUNCTIVE RELIEF

9. Defendant Murray agrees to refrain from and to be permanently enjoined from those acts and practices set forth in paragraph twenty-six (26) of Plaintiff's Petition, including all subparagraphs thereof. Defendant Murray agrees that engaging in such acts, or similar acts, after the date of this Consent Judgment shall constitute a violation of this Order.

10. Defendant Murray agrees to refrain from and to be permanently enjoined from those acts and practices set forth in paragraph twenty-eight (28) of Plaintiff's Petition, including all subparagraphs thereof. Defendant Murray agrees that engaging in such acts, or similar acts, after the date of this Consent Judgment shall constitute a violation of this Order.

11. Defendant Murray agrees to refrain from and to be permanently enjoined from those acts and practices set forth in paragraph thirty (30) of Plaintiff's Petition, including all subparagraphs thereof. Defendant Murray agrees that engaging in such acts, or similar acts, after the date of this Consent Judgment shall constitute a violation of this Order.

12. Defendant Murray to refrain from and to be permanently enjoined from the use, application, provision, purchasing, transportation, sale, advertising, and/or distribution of any pesticides, pesticide products or other pest control products of any sort or nature. Defendant Murray agrees that engaging in such acts, or similar acts, after the date of this Consent Judgment shall constitute a violation of this Order.

13. Defendant Murray agrees to refrain from and to be permanently enjoined from representing in any manner to any person that she uses, applies, provides, purchases, transports, sells, advertises, and/or distributes any pesticides, pesticide products, or other pest control products of any sort or nature. Defendant Murray agrees that engaging in such acts, or similar acts, after the date of this Consent Judgment shall constitute a violation of this Order.

14. Defendant Murray agrees to refrain from and to be permanently enjoined from assisting any other person or entity in the use, application, provision, purchasing, transportation, sale, advertising, and/or distribution of any pesticides, pesticide products or other pest control products of any sort or nature. Defendant Murray agrees that engaging in such acts, or similar acts, after the date of this Consent Judgment shall constitute a violation of this Order.

15. Defendant Murray agrees to refrain from and to be permanently enjoined from the provision, sale, advertising, and/or distribution of any and all services related to the use, application, provision, purchasing, transportation, sale, advertising, and/or distribution of any pesticides, pesticide products or other pest control products or services of any sort or nature. Defendant Murray agrees that engaging in such acts, or similar acts, after the date of this Consent Judgment shall constitute a violation of this Order.

16. Defendant Murray agrees to refrain from and to be permanently enjoined from representing in any manner to any person that she provides, sells, advertises, distributes, offers, engages in, assists with, provides consultation for, advises, solicits, or participates in pest control services of any sort or nature, without regard to whether such services are performed by Defendant Murray or by any other person or entity. Defendant Murray agrees that engaging in such acts, or similar acts, after the date of this Consent Judgment shall constitute a violation of this Order.

17. Defendant Murray agrees to refrain from and to be permanently enjoined from doing business, or assisting in the doing of business, using the name Crown Exterminating, Crown Exterminating II, Crown Extermination, Crown, or any similar name. Defendant Murray

agrees that engaging in such acts, or similar acts, after the date of this Consent Judgment shall constitute a violation of this Order.

18. Defendant Murray agrees to refrain from and to be permanently enjoined from representing in any manner to any person that she does business, or assists in the doing of business, using the name Crown Exterminating, Crown Exterminating II, Crown Extermination, Crown, or any similar name. Defendant Murray agrees that engaging in such acts, or similar acts, after the date of this Consent Judgment shall constitute a violation of this Order.

19. Defendant Murray agrees to refrain from and be permanently enjoined from entering into, forming, organizing or reorganizing into any partnership, corporation, sole proprietorship or any other legal structure for the purpose, or with the effect, of avoiding compliance with the terms of this Consent Judgment.

20. Defendant Murray agrees to refrain from and to be permanently enjoined from representing, in any manner whatsoever and to any person or entity whatsoever, that this Consent Judgment constitutes approval by, endorsement by or authority from the State of Kansas and/or the Attorney General of the State of Kansas for any act or practice of Defendants. Defendant Murray agrees that the making of any such representation, after the date of this Consent Judgment, shall constitute a violation of this Order.

INVESTIGATIVE FEES AND CIVIL PENALTIES

21. Defendant Murray agrees to pay \$250.00 in investigation fees and expenses to the "Office of the Attorney General" of the State of Kansas at the time of signing this Consent Judgment. Payment shall be by cashier's check.

22. In addition to the amount described in paragraph twenty-one (21), Defendant Murray agrees to pay \$250.00 in civil penalties to the "Office of the Attorney General" of the State of Kansas at the time of signing this Consent Judgment. Payment shall be by certified check.

OTHER PROVISIONS

23. Defendant Murray agrees to be bound by this Journal Entry of Consent Judgment at all times after the date of entry without regard to whether Defendant Murray acts individually and/or through representatives, agents, servants, employees, partners, assigns, or whether acting through any corporation or other entity whose acts, practices or policies are directed, formulated, or controlled by Defendant Murray.

24. Jurisdiction is retained by this Court for the purpose of enabling any of the parties to this Consent Judgment to apply to this Court at any time for such further orders and directions as may be necessary or appropriate for the modification of any of the provisions hereof, for the enforcement of compliance herewith, and for the punishment of violations thereof.

25. If any portion, provision or part of this Consent Judgment is held to be invalid, unenforceable, or void for any reason whatsoever, that portion shall be severed from the remainder and shall not affect the validity or enforceability of the remaining portions, provisions, or parts.


26. Entry of this Journal Entry of Consent Judgment shall settle all claims by Plaintiff against Defendant Murray as set forth in the Petition, but compliance with this Consent Judgment does not relieve Defendant Murray of any other obligation imposed by applicable federal, state or local law, nor shall the Attorney General be precluded from taking appropriate legal action to enforce civil or criminal statutes under her jurisdiction.

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 fact and conclusions of law of the Court and any monies owed hereunder by Defendant Murray immediately become a judgment upon filing.


IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendant Murray and in favor of Plaintiff in the amount of \$500.00.


IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, including 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 SO ORDERED.


HONORABLE VAN Z. HAMPTON
Judge of the District Court

Approved by:


CARLA J. STOVALL, #11433
Attorney General


Derek L. Schmidt, #17781
Assistant Attorney General
Kansas Judicial Center
Topeka, Kansas 66612-1597
(785) 296-3751

Attorneys for Plaintiff

Regina Murray
REGINA MURRAY
(f/k/a Regina P. DeMuth)

Defendant

Thomas W. Young
Thomas W. Young, #14507
Foulston & Siefkin, L.L.P.
810 Frontview
P.O. Box 1147
Dodge City, Kansas 67801
(316) 227-8126

Attorney for Defendant Murray