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IN THE DISTRICT COURT OF FORD COUNTY, KANSAS
SIXTEENTH JUDICIAL DISTRICT

2008 SEP 22 PM 4:53

Division _____

John Thomas Nicholas
CLERK DISTRICT COURT
FORD COUNTY, KANSAS

STATE OF KANSAS, *ex rel.*,)
STEVE SIX, Attorney General,)

Plaintiff,)

v.)

AKASH & SAGAR, INC.)

Defendant.)

Case No. 08CW191

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 32nd day of September, 2008, Plaintiff's Journal Entry of

Consent Judgment comes before the Court pursuant to K.S.A. 50-623, *et. seq.* Plaintiff, the State of Kansas, *ex rel.* Steve Six, Attorney General, appears by and through Emilie Burdette, Assistant Attorney General. Defendant Akash & Sagar, Inc. appears by and through counsel, Stephen D. Lanterman of Sloan, Eisenbarth, Glassman, McEntire & Jarboe, L.L.C.

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

1. Steve Six is the duly appointed and acting Attorney General of the State of Kansas.
2. The Attorney General's Authority to bring this action is derived from the Kansas Consumer Protection Act, K.S.A. 50-632(b).
3. Defendant Akash & Sagar, Inc. is a dissolved corporate entity previously registered in the State of Kansas, and may be served with process through its attorney

Stephen D. Lanterman at 1000 Bank of America Tower, 534 S. Kansas Avenue in Topeka, Kansas.

4. Dasharath M. Chaudhari, Rasik P. Chaudhari, and Dashrath L. Chaudhari were the corporate officers of Defendant Akash & Sagar, Inc.

5. All references to Defendant herein include acts individually, in concert, or by or through employees, agents, representatives, affiliates, assignees and successors.

6. The Court has subject matter and personal jurisdiction pursuant to the Kansas Consumer Protection Act, K.S.A. 50-623, *et seq.*

7. Venue is proper in the Sixteenth Judicial District of Kansas (Ford County), pursuant to K.S.A. 50-638(b).

8. Defendant engaged in the solicitation of lodging to consumers at the Economy Lodge, located in Dodge City, Kansas.

9. Lodging is a necessary service, pursuant to K.S.A. 50-6,106(b)(3).

10. On May 4, 2007, a tornado struck the town of Greensburg, Kansas. Subsequently the area was declared to be in a state of emergency.

11. The Economy Lodge is located within the vicinity of the area declared to be in a state of emergency.

12. Plaintiff alleges that Defendant engaged in unconscionable acts and practices in violation of the Kansas Consumer Protection Act. Plaintiff alleges the following:

(a) Subsequent to the declared state of emergency, Defendant raised prices at the Economy Lodge in excess of 25% more than the prices on the business day before the tornado.

(b) A business that raises a price in excess of 25% more than the price it charged on the business day before a disaster, is deemed to be profiteering from a disaster, pursuant to K.S.A. 50-6,106(b)(1)(A).

(c) Profiteering from a disaster is an unconscionable within the meaning of K.S.A. 50-627, pursuant to K.S.A. 50-6,106(a).

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

14. Defendant voluntarily agrees to refrain from and to be permanently enjoined from engaging in those acts and practices alleged to be unlawful and unconscionable in paragraph twelve (12) of this Consent Judgment.

15. Defendant agrees that engaging in such acts or similar acts, after the date of this Consent Judgment, shall constitute a violation of this Order and civil penalties will be imposed for each subsequent violation.

16. Defendant and all corporate officers agree to not open, own, operate, or participate in the operation of any business entity offering lodging services for five years following the signing of this Consent Judgment in the State of Kansas.

17. Defendant agrees to pay an investigative fee to the Office of the Kansas Attorney General, in the amount of \$500.00. Payment shall be made by check payable to the Office of the Kansas Attorney General and shall be delivered to the Attorney General of the State of Kansas at the time of Defendant's signing this Consent Judgment.

18. The provisions of this Consent Judgment shall be applicable to Defendant and every employee, agent, or representative of Defendant.

19. Defendant agrees to be permanently enjoined from entering into, forming, organizing, or reorganizing into any partnership, corporation, sole proprietorship, or any

other legal structure(s), for the purpose of avoiding compliance with the terms of this Consent Judgment.

20. This Court shall retain jurisdiction 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 or compliance of any provisions contained herein. This Court shall also retain jurisdiction if any violation of any term of this Consent Judgment is committed.

21. 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 provisions, portions, or parts.

22. Compliance with this Consent Judgment does not relieve Defendant of any 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 his jurisdiction.

23. The parties understand that this Consent Judgment shall not be construed as an approval or sanction by the Kansas Attorney General of the business practices of Defendant, nor shall Defendant represent the decree of such approval. The parties further understand that any failure by the State of Kansas or by the Attorney General to take any action in response to any informant submitted pursuant to the Consent Judgment shall not be construed as an approval of or sanction of any representation, acts, or practices indicated by such information, nor shall it preclude action thereon at a later date.

24. The parties agree that no part or provision of this Consent Judgment shall be dischargeable in any bankruptcy proceeding.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the stipulations and agreements 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 Akash & Sagar, Inc. immediately become a judgment upon filing.

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



[Signature]
Judge

Prepared and approved by:

PLAINTIFF:

[Signature of Emilie Burdette]

Emilie Burdette, #22094
Assistant Attorney General
Office of Kansas Attorney General Steve Six
120 Southwest 10th Ave., 2nd Floor
Topeka, Kansas 66612

DEFENDANT:

[Signature of Stephen D. Lanterman]

Stephen D. Lanterman, #18844
Slaon, Eisenbarth, Glassman, McEntire & Jarboe, LLC
1000 Bank of America Tower
534 S. Kansas Avenue
Topeka, Kansas 66603