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IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS
CLERK OF DIST. COURT
JUDICIAL DISTRICT
SEDGWICK COUNTY, KS

BY _____

STATE OF KANSAS, *ex rel.*,)
STEVE SIX, Attorney General,)
)
Plaintiff,)
)
vs.)
)
DALLAS SAWYER, individually)
)
d/b/a FAIRWAY AUTO SALES)
)
Defendant.)

Case No. 08 CV 3808

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this ___ day of _____ 200_, Plaintiff's Journal Entry of Consent Judgment comes before the Court pursuant to K.S.A. 50-632(b). Plaintiff, the State of Kansas, *ex rel.*, Steve Six, Attorney General, appears by and through Tai J. Vokins, Assistant Attorney General. Defendant appears in person.

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

1. Steve Six is the 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 Dallas Sawyer, d/b/a Fairway Auto Sales ("Defendant") is a sole-proprietor with a principal place of business at 2013 S Broadway, Wichita, Kansas 67211.
4. Defendant sells vehicles to consumers from his principal place of business.

5. Defendant is a supplier as that term is defined by K.S.A. 50-624(j).
6. The Court has personal and subject matter jurisdiction over the parties for the sole purpose of entering into this Consent Judgment and any subsequent enforcement thereof.
7. The Plaintiff alleges Defendant engaged in the following deceptive and unconscionable acts and practices in violation of the Kansas Consumer Protection Act, specifically K.S.A. 50-626, K.S.A. 50-627(b)(1), and K.S.A. 50-627(b)(6):
 - a. Saul Rojas Ruiz' primary language is Spanish and speaks only limited English. Defendant took advantage of Saul Rojas Ruiz' inability to adequately understand the English language during the course of the transaction to influence Saul Rojas Ruiz' to purchase a vehicle that was not merchantable at the time of the sale, a deceptive and unconscionable act or practice in violation of K.S.A. 50-626, K.S.A. 50-627(b)(1), K.S.A. and K.S.A. 50-627(b)(6).
 - b. Defendant sold a 2000 Ford Explorer ("vehicle") to Saul Rojas Ruiz on April 14, 2007. The vehicle sale included a three-year, three-thousand mile warranty. The warranty was serviced by the Penn Warranty Company. Defendant failed to send the paperwork to Penn Warranty Company in a timely manner. Penn Warranty Company did not receive and approve the warranty contract until April 19, 2007 and did not honor a claim filed by Saul Rojas Ruiz for a vehicle breakdown that occurred on April 18, 2007. The Defendant's actions noticed above constitute deceptive acts and practices in violation of K.S.A. 50-626.
 - c. Defendant falsely represented to Saul Rojas Ruiz that the vehicle was thoroughly inspected by a certified mechanic and was free of defects. The vehicle had numerous defects that were not reported to Saul Rojas Ruiz at the time of the purchase. On April 18, 2007, the vehicle's timing chain, tensioners, and tensioner guide failed. The Defendant's actions noticed above constitute deceptive and unconscionable acts and practices in violation of K.S.A. 50-626 and K.S.A. 50-627(b)(6).
 - d. The Penn Warranty company refused to honor the warranty due to the Defendant's failure to submit the warranty paperwork in a timely manner. Defendant represented to Saul Rojas Ruiz that he would pay for the needed repairs to the vehicle and did not fully do so, a deceptive act or practice in violation of K.S.A. 50-626.

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

9. Defendant agrees to refrain from and to be permanently enjoined from engaging in those acts and practices alleged to be unlawful and unconscionable in Paragraph Seven (7) of this Consent Judgment. 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.

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

11. Defendant agrees to make available and/or disclose the provisions of this Consent Judgment to its employees, agents and representatives within five days of signing the Consent Judgment.

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

13. Defendant agrees to pay \$937.85 in restitution to the Saul Rojas Ruiz. Payment shall be made by cashier's check or money order, and shall be made payable and delivered to the Attorney General of the State of Kansas at the time of Defendant's signing this Consent Judgment. The Office of the Attorney General shall deliver the cashier's check or money order to Saul Rojas Ruiz.

14. 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.

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

16. 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.

17. The parties understand that this Consent Judgment shall not be construed as an approval of 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 information submitted pursuant to the Consent Judgment shall not be construed as an approval of or sanction of any representations, acts or practices indicated by such information, nor shall it preclude action thereon at a later date.

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 immediately become a judgment upon filing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendant in favor of Plaintiff in the amount of \$937.85.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant pay all costs associated with this action.

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 SO ORDERED.

MARK VINING

DISTRICT COURT JUDGE

Prepared and Approved by:



Tai J. Vokins, #23707
Assistant Attorney General
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Attorney for Plaintiff

Defendant:



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