

IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
CIVIL COURT DEPARTMENT

STATE OF KANSAS, *ex rel.*,)
 STEVE SIX, Attorney General,)
)
 Plaintiff,)
)
 v.)
)
 RHEUBEN CLIFFORD JOHNSON III, and)
 ANNIE JOHNSON,)
 d/b/a A-Bees Killcreek Farms,)
 d/b/a Johnson Kill Creek,)
 d/b/a Johnson Killcreek Nature Center,)
 d/b/a Killcreek Farms,)
 d/b/a Killcreek Farm & Landscape Supply,)
 d/b/a A-Bees Beekeepers Honeybee Removal &)
 Animal Specialists, d/b/a Apex Lawn & Landscape,)
 d/b/a A-Bees Beekeepers and Animal Control,)
 d/b/a Budget Bee Wildlife Management,)
 d/b/a Econolawn, and)
 d/b/a Aquatic Gardens,)
)
 Defendants.)

Case No. 08 CV 09915
Div. No. 2
Chapter 60

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 3 day of February 2010, 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. Defendants appear by and through Paul J. Morrison, Attorney at Law.

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.

CLERK OF DISTRICT COURT
JOHNSON COUNTY, KS

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- 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. Defendants Rheuben Clifford Johnson, III, and Annie Johnson, ("Defendants") operate an unregistered business partnership with a principal place of business at 32750 W. 143rd Street, Gardner, Kansas. Defendants operate the partnership under all the names listed in the above caption.
- 4. Defendants engage in consumer transactions that include, but are not limited to general extermination services, pest control, bee keeping/removal services, home repair of damage from unwanted animal activity, trap setting and general animal trapping services.
- 5. Defendants act as suppliers as 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.

DEFINITIONS

- 7. "Clear and Conspicuous" or "Clearly and Conspicuously," shall refer to a statement that, regardless of the medium in which it is made, is readily understandable and presented in such size, color, contrast, duration, location, and audibility, as compared to the other information with which it is presented, that it is readily apparent to the person to whom it is disclosed. A clear and conspicuous statement may not contradict or be inconsistent with any other information with which it is presented. If a statement modifies, explains, or clarifies other information with which it is presented, it must be present in close proximity to the information it modifies and in a manner that is readily apparent and understandable.

- 8. "Consumer," or "Customer" shall mean any individual, husband and wife, sole proprietor, or family partnership who seeks or acquires property or services for personal, family, household, business or agricultural purposes, as defined in K.S.A 50-624.
- 9. "Defendants" shall mean Rheuben Clifford Johnson, III, and Annie Johnson and any employees, directors, officers, owners, members, managers, parents, agents, assigns, and all other persons or entities acting in concert with them or on their behalf, and their predecessors, subsidiaries, affiliates, and successors.
- 10. "Represent" means to state or imply, directly or indirectly, through claims, statements, questions, conduct, graphics, symbols, lettering, formats, devices, language, documents, messages, or any other manner or means by which meaning might be conveyed. This definition applies to other forms of the word "represent," including without limitation "representation," "misrepresent," and "misrepresentation."

PLAINTIFF'S ALLEGATIONS

11. The Plaintiff alleges Defendants engaged in the following deceptive and unconscionable acts and practices in violation of the Kansas Consumer Protection Act, specifically K.S.A. 50-626(b)(2), K.S.A. 50-626(b)(3), K.S.A. 50-627(b)(2), K.S.A. 50-627(b)(3), and K.S.A. 50-627(b)(5):

- a. Defendants willfully exaggerated the cost of goods and services to consumers in the course of consumer transactions, a deceptive act or practice in violation of K.S.A. 50-626(b)(2).
- b. Defendants willfully concealed, suppressed or omitted material facts by not quoting actual or approximate service prices, to consumers in the course of

consumer transactions, specifically by using misleading billing practices, a deceptive act or practice in violation of K.S.A. 50-626(b)(3).

- c. Defendants made willful use of false statements as to a material fact regarding the nature of the work performed in the course of consumer transactions, a deceptive act or practice in violation of K.S.A. 50-626(b)(3).
- d. Consumers were unable to receive any material benefit from their transactions with Defendants, an unconscionable act or practice in violation of K.S.A. 50-627(b)(3).
- e. The cost of Defendants', labor, trip charges and material charges grossly exceed the cost at which similar property or services are readily available to the public at large an unconscionable act or practice in violation of K.S.A. 50-627(b)(2).
- f. Defendants induced consumers into entering excessively onesided transactions in favor of the Defendants, an unconscionable act or practice in violation of K.S.A. 50-627(b)(5).

DEFENDANTS' DENIAL

12. Defendants deny all of the factual and legal allegations set forth herein but voluntarily agrees to this consent judgment without trial or adjudication of any issue of fact or law. No provision in this Consent Judgment shall be deemed an admission of any kind, pursuant to K.S.A. 50-632(b).

PARTIES' AGREEMENT

13. Defendants agree to refrain from and to be permanently enjoined from engaging in those acts and practices alleged to be unlawful and unconscionable in Paragraph Eleven (11) of this Consent Judgment. Defendants agree that engaging in such acts or similar acts, after

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the date of this Consent Judgment, shall constitute a violation of this Order and civil penalties will be imposed for each subsequent violation.

Licensure Requirement

14. Defendant Rhueben Clifford Johnson, III agrees to obtain the appropriate license for chemical application and/or pesticide application prior to providing those services to consumers.

Clear and Conspicuous Billing, Invoices and Contracts

15. Defendants agree to cease using billing, invoice and contract methods that show different totals due.

16. Defendants agree that all future billing methods will include only terms and conditions that are clear and conspicuous, and indicate only one correct total due.

17. Defendants agree that continuing to use billing, invoice and contract methods that show different amounts due shall constitute a violation of this Order and civil penalties will be imposed for each violation.

18. Defendants agree to that no bill, invoice or contract will make use of disclosure language smaller than 10 point font. Defendants further agree that any and all disclosure language must be clear and conspicuous and will be used only when necessary and will be fully explained to the consumer prior to engaging in any consumer transaction.

Enjoinment, Applicability and Disclosure Statement

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

- 20. Defendants agree 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.
- 21. Defendants agree 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.

Damages and Restitution

- 22. Defendants agree to pay restitution to the following individuals up on signing of this document:
 - a. \$318.64 to William Patterson, 2104 Riviera Drive, Lawrence, Kansas 66047.
 - b. \$68.00 to Larry Holliday, 4696 Bonito, Vassar, Kansas 66543.
- 23. Payment for restitution shall be made by separate cashier's checks or money orders, and shall be delivered to the Attorney General of the State of Kansas at the time of Defendants signing this Consent Judgment. The Office of the Attorney General shall deliver the cashier's checks or money orders to the consumers indicated in Paragraph Twenty-Two (22) of this document.
- 24. Defendants agree to pay the office of the Kansas Attorney General enforcement costs, general costs, expenses and investigative fees of \$3,500.00. Payment shall be made by cashier's check or money order payable to the Kansas Attorney General at the time of signing of this document.
- 25. 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.

Non-Limitation Statement

26. 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.
27. Compliance with this Consent Judgment does not relieve Defendants 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.
28. 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 Defendants nor shall Defendants 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.

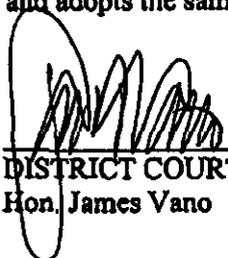
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the stipulation and agreement of the parties contained herein are adopted and approved as the findings of fact and conclusions of law of the Court and any monies owed hereunder by Defendants immediately become a judgment upon filing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendants in favor of Plaintiff in the amount of \$3,888.67.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants 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.



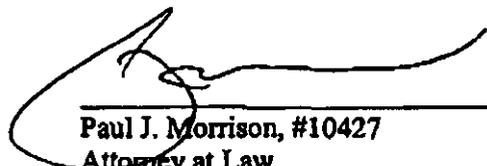
DISTRICT COURT JUDGE
Hon. James Vano

Prepared and Approved by:



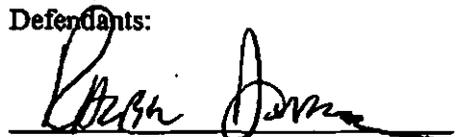
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Rhuqben Clifford Johnson, III.

Anne Johnson

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