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FILED BY CLERK  
KS. DISTRICT COURT  
THIRD JUDICIAL DIST.  
TOPEKA, KS

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS  
DIVISION 12

2009 JAN 26 P 5:01

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

Plaintiff,

vs.

Case No. 09-C-107

GLOBAL MARKETING  
SOLUTIONS, Inc.,

d/b/a DREAM VACATIONS

Defendant.

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 26<sup>th</sup> day of January, 2009 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 Global Marketing Solutions, Inc., d/b/a Dream Vacations ("Defendant") is a corporation with a principal place of business at 1515 N Marion Street, 2<sup>nd</sup> Floor, Tampa, Florida 33606.

4. Defendant sells vacation packages and related vacation services to consumers.

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. 50-672.

a. Defendant sells vacation packages to consumers by telephone. During the course of the transaction, Defendant obtains the credit card number(s) of the consumer. The Defendant records the phone conversation as a record of the sale.

b. Upon verification of the sale, Defendant immediately charges the consumer's credit card. The Defendant then sends the final purchase to the consumer via United States Mail. The consumer is allowed a refund period if the consumer is not satisfied with the product. However, at no time does the Defendant obtain a written sales confirmation as required by K.S.A. 50-672(b).

c. At least one of the above noted violations was committed against an "elder person," as defined by K.S.A. 50-676

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 \$1,100.00 in investigative fees to the "Office of the Attorney General" of the State of Kansas. Payment shall be made by check, 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.

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 \$1,100.00.

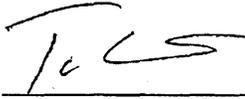
**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant pay all costs associated with this action.

**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.

  
DISTRICT COURT JUDGE

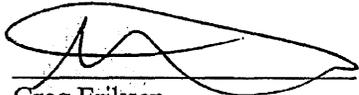
Prepared and Approved by:



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