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CLERK OF DISTRICT COURT
18TH JUDICIAL DISTRICT
SEDGWICK COUNTY, KS

BY _____
COPY

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IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS

STATE OF KANSAS, *ex rel.*,)
STEVE SIX, Attorney General,)
)
Plaintiff,)
)
v.)
)
DON E. GARRISON d/b/a)
CAN-DO FENCING,)
)
Defendant.)

Case No. 09-CV-3524

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this _____ day of _____, 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 Emilie Burdette, Assistant Attorney General.

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. Can-Do Fencing has a principal place of business at 1937 N. Hood, Wichita, KS 67203.
4. Defendant Don E. Garrison is the owner and registered agent of Can-Do Fencing.
5. Defendant is a supplier as that term is defined by K.S.A. 50-624(j).
6. Can-Do Fencing is an unincorporated business entity.
7. 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.
8. Defendant asserts he filed personal prior to the filing of this action.
9. The Plaintiff alleges Defendant engaged in the following deceptive and unconscionable acts and practices in violation of the Kansas Consumer Protection Act:
 - a. Defendant agreed to build a fence for Kansas consumer Diana Morris, accepted \$2,685.00 as partial payment to build such fence, yet never finished building the fence. Defendant's failure to substantially complete the building of the fence or provide a refund left the consumer unable to receive a material benefit from the transaction, in violation of K.S.A. 50-627(b)(3); and
 - b. Defendant made willful use of false statements as to a material fact by advertising all work as "guaranteed." Each instance of Defendant's use of false statements as to a material fact constitutes a deceptive act or practice in violation of K.S.A. 50-626.
10. Defendant voluntarily agrees to this Consent Judgment without trial or adjudication of any issue of fact or law.

11. 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 Nine (9) 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.

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

13. 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.

14. 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.

15. Defendant agrees to be permanently enjoined from doing business as Can-Do Fencing and from forming any business in which he accepts payment before services are rendered.

16. 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.

17. 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.

18. 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.

19. 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 immediately become a judgment upon filing.

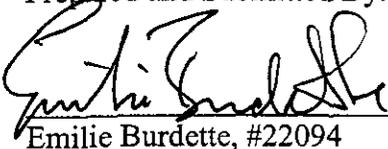
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. 50-632(b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the order of the Court.

IT IS SO ORDERED.

TIMOTHY G. LAHEY

DISTRICT COURT JUDGE

Prepared and Submitted By:



Emilie Burdette, #22094

Assistant Attorney General

Office of the Attorney General

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Approved By:



Don E. Garrison