

FILED

IN THE DISTRICT COURT OF OSAGE COUNTY, KANSAS

Division _____

2009 JUN 15 AM 11:58

CLERK OF THE DIST. COURT
OSAGE COUNTY KANSAS

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

Plaintiff,)

vs.)

GEORGE RENO, individually)
d/b/a KAN-PUMP,)

Defendant.)

Case No. 09CN63

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this _____ day of June, 2009, Plaintiff's Journal Entry of Consent Judgment comes before the Court pursuant to K.S.A. 50-623(b). Plaintiff, the State of Kansas, *ex rel.* Steve Six, Attorney General, appears by and through Emilie Burdette, Assistant Attorney General. Defendant George Reno d/b/a Kan-Pump (hereinafter "Defendant Reno") appears pro se.

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 statutory and common law of the State of Kansas, specifically the Kansas Consumer Protection Act, K.S.A. 50-632(b).

3. At all times relevant hereto, Defendant Reno had a principal place of business located in Osage County, Kansas at 133 East Fremont Avenue in Burlingame, Kansas.

4. At all times relevant hereto, Defendant Reno has acted as the sole owner and operator of an unincorporated business entity doing business under the name Kan-Pump.

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 under K.S.A. 50-638(b) in the Fourth Judicial District of Kansas (Osage County).

8. At all times relevant hereto, Defendant Reno engaged in the manufacture, advertising and sale of vacuum tanks and related items to consumers located both in Kansas and in states other than Kansas.

8. At all times relevant hereto, Defendant acted as a "supplier" as defined by K.S.A. 50-624(j) and engaged in "consumer transactions" as defined by K.S.A. 50-624(c).

9. Plaintiff alleges that Defendant Reno engaged in unconscionable acts or practices in violation of the Kansas Consumer Protection Act, K.S.A. 50-623 *et seq.* Specifically, the State of Kansas alleges the following:

Defendant entered into a transaction with Massachusetts consumer Craig Willis for the sale of a 500 gallon slide-in vacuum tank and other related

items. Craig Willis wired \$3,375.00 to Defendant, representing a 50% down payment, prior to delivery of the bargained-for property. To date, Defendant has made no delivery of the property to Craig Willis nor has Defendant issued any refund or credit to Craig Willis. As such, Defendant engaged in an unconscionable act in violation of K.S.A. 50-627(b)(3), specifically that Craig Willis was unable to receive a material benefit from the subject of the transaction.

21. Defendant Reno voluntarily agrees to this Consent Judgment without trial or adjudication of any issue of fact or law.
22. Defendant Reno agrees to refrain from and to be permanently enjoined from engaging in those acts and practices alleged to be unlawful and unconscionable in Paragraph Twenty (20) of this Consent Judgment.
23. Defendant Reno 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.
24. Defendant Reno agrees to refrain from accepting any down payments, payment advances, or partial payments in any transactions conducted with consumers as that term is defined in K.S.A. 50-624.
25. 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.
26. Defendant agrees that no part, provision or term of this Consent Judgment shall be dischargeable in any bankruptcy proceeding or filing.
27. Defendant agrees to make pay restitution to Craig Willis in the amount of \$3,375.00. Defendant shall remit \$500.00 to the Office of the Kansas Attorney

General (attention: Special Investigator Jake Owen) at the time of execution of this Consent Judgment. Defendant shall make any check(s) payable directly to Craig Willis. The Office of the Kansas Attorney General will distribute the monies to Craig Willis. Defendant further agrees to remit additional payments to the Office of the Kansas Attorney General on the 25th day of each month according to the following schedule:

- (a) May 25, 2009: \$500.00
- (b) June 25, 2009: \$500.00
- (c) July 25, 2009: \$500.00
- (d) August 25, 2009: \$500.00
- (e) September 25, 2009: \$500.00
- (f) October 25, 2009: \$375.00

28. Defendant agrees that any failure to timely remit any payment as set forth in Paragraph Twenty-Seven (27) above shall constitute a violation of this Consent Judgment for which relief may be sought.

29. 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.

30. 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.

31. 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.

32. 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 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 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 Reno immediately become a judgment upon filing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant Reno make full restitution as specified in paragraph 27 above.

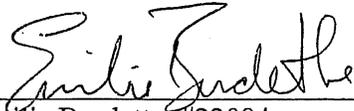
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, K.S.A. 50-632(b), the Court hereby approves the terms of this Consent Judgment and adopts the same as the order of the Court.

ERIC W. GODDERZ
ERIC W. GODDERZ

JUDGE

Prepared and approved by:

Attorney for Plaintiff:



Emilie Burdette, #22094

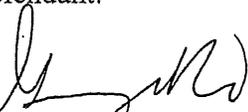
Assistant Attorney General

Office of Kansas Attorney General Steve Six

120 Southwest 10th Ave., 2nd Floor

Topeka, Kansas 66612

Defendant:



George Reno

133 East Fremont

Burlingame, Kansas 66413