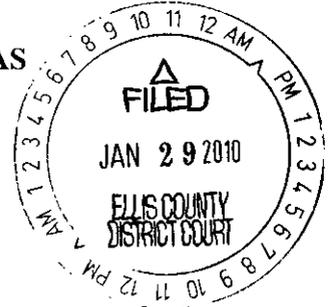


IN THE DISTRICT COURT OF ELLIS COUNTY, KANSAS



STATE OF KANSAS, *ex rel.*)
STEVE SIX, Attorney General,)
)
Plaintiff,)
)
v.)
)
TOBIAS M. JONES, an individual,)
d/b/a)
Global Resort Condos Plus)
)
Defendant.)

Case No. 09 CV 218

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 29 day of January, 2010, Plaintiff's Journal Entry of Consent Judgment comes before the Court pursuant to K.S.A. 50-632(b). The Plaintiff, State of Kansas, *ex rel.* Steve Six, Attorney General, appears by and through Meghan E. Barnds, Assistant Attorney General. Defendant Tobias M. Jones, an individual, appears through Bryan W. Smith, Esq.

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

PARTIES, JURISDICTION AND VENUE

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, ("KCPA") K.S.A. 50-623 *et seq.*

3. Defendant Tobias M. Jones (“Defendant”) engaged in the advertising, solicitation and sale of vacation properties and timeshare advertising to consumers, in connection with a company operating under the name Resort Condos Plus.

4. Defendant has a principal place of business at 1704 Vine Street in Hays, Kansas 67601.

5. All references to Defendant herein include acts individually, in concert, or by or through employees, agents, representatives, affiliates, assignees and successors.

6. Defendant stipulates and admits that the Court has subject matter jurisdiction over this case and *in personam* jurisdiction over the parties, pursuant to K.S.A. 50-623 *et seq.*

7. Defendant stipulates and admits that venue is proper in this Court.

8. Defendant is a supplier within the definition of K.S.A. 50-624(j).

9. Defendant was engaged in consumer transactions in Kansas within the definition of K.S.A. 50-624(c), during the relevant time period.

DEFINITIONS

As used herein, the following terms shall mean:

10. “Advertise,” “Advertisement,” or “Advertising,” shall mean any written, oral, graphic, or electronic statement, illustration, or depiction that is designed to create interest in the purchasing of, impart information about the attributes of, publicize the availability of, or affect the sale or use of, goods or services, whether the statement appears in a brochure, newspaper, magazine, leaflet, mailer, letter, catalogue, poster, billboard, point-of-purchase display, electronic mail, website, homepage, film, radio, television, or any other medium.

11. "Consumer," "Client," 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.

12. "Defendant" shall mean Tobias M. Jones, along with his employees, directors, officers, owners, members, managers, agents, assigns, and all other persons or entities acting in concert with him or on this behalf, and their predecessors, subsidiaries, affiliates, and successors.

13. "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."

ALLEGATIONS

14. Defendant engaged in the advertising, solicitation and sale of vacation properties and timeshare advertising to consumers, in connection with a company operating under the name Resort Condos Plus.

15. Unknown to Defendant, Defendant's business address appeared on the website of Resort Condos Plus, www.resortcondosplus.com, for a period of several weeks.

16. The aforementioned website was created and registered by Vacation Property World Network Inc., an affiliate of Global Investment Concepts Inc.

17. Marcel Hidalgo is the President of both Vacation Property World Network Inc. and Global Investment Concepts Inc.

18. Vacation Property World Network Inc. and Global Investment Concepts Inc. are foreign corporations, organized and existing under the laws of Florida.

19. Defendant agreed to conduct telephone solicitations on behalf of Vacation Property World Network Inc., doing business as Resort Condos Plus, to consumers across the United States.

20. Defendant hired sub-contractors to perform the aforementioned telephone solicitations.

21. Defendant received a commission on each sale made to a consumer, often in an amount equal to approximately sixty-three percent (63%) of the sale.

22. Defendant passed a portion of this commission to his sub-contractors, often in an amount equal to thirty-eight percent (38%) of the sale.

23. The Plaintiff alleges that Defendant, while engaged in the advertising, solicitation and sale of vacation properties and timeshare advertising to consumers, engaged in deceptive and unconscionable acts and practices in violation of the KCPA, which acts and practices include, but are not limited to:

- a. Conducting business in Kansas without registering with the Kansas Secretary of State;
- b. Making, or causing to be made, misrepresentations regarding the nature of services being purchased by consumers;
- c. Making, or causing to be made, misrepresentations regarding the Defendant's status, affiliation or connection, specifically that the company operating under the name Resort Condos Plus was located in the State of Kansas;
- d. Making, or causing to be made, unsolicited consumer telephone calls in violation of the Kansas No Call Act.

24. Defendant denies all of the allegations made by the Plaintiff.

25. Plaintiff and Defendant stipulate and agree that this Consent Judgment resolves the alleged violations set forth in Plaintiff's Petition for *Ex Parte* Restraining Order.

Defendant agrees to this Consent Judgment without trial or adjudication of any issue of fact or law, and solely for the purposes of settlement.

INJUNCTIVE RELIEF

26. Defendant denies that he engaged in any of the acts alleged by Plaintiff but in order to avoid the expense of litigation agrees to refrain from, and to be permanently enjoined from, engaging in those acts and practices set forth in paragraph twenty-three (23) herein, and Defendant agrees that engaging in any such acts or similar acts, after the date of this Consent Judgment, shall constitute a violation of this Consent Judgment.

27. Defendant agrees to refrain from, and to be permanently enjoined from, conducting telephone solicitations on behalf of Global World Investment Concepts Inc., Resort Condos Plus, Global Resort Condos Plus, Vacation Property World Network Inc., or Marcel Hildago.

28. Defendant agrees to refrain from, and to be permanently enjoined from, accepting mail on behalf of Global World Investment Concepts Inc., Resort Condos Plus, Global Resort Condos Plus, Vacation Property World Network Inc., or Marcel Hildago.

29. Defendant agrees to refrain from, and to be permanently enjoined from knowingly allowing his address to appear on any advertisement or website connected to Global World Investment Concepts Inc., Resort Condos Plus, Global Resort Condos Plus, Vacation Property World Network Inc., or Marcel Hildago.

30. Defendant agrees to comply with all Kansas laws, statutes, rules and regulations, relating to consumer transactions in Kansas, specifically the Kansas Consumer Protection Act, K.S.A. §50-623, *et seq.*

31. Defendant agrees to comply with all federal laws, statutes, rules and regulations, relating to consumer transactions in Kansas, specifically the Telemarketing Sales Rule, 16 C.F.R. 310, *et seq.*

32. 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 or this Consent Judgment.

33. Defendant agrees to make available and/or disclose the provisions of this Consent Judgment to every partner, agent, employee or sub-contractor involved in Kansas operations of the Defendant within ten (10) days of execution of this Consent Judgment.

OTHER PROVISIONS

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

35. 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.

36. 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.

37. Compliance with this Consent Judgment does not relieve the 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.

38. The parties understand that this Consent Judgment shall not be construed as an approval of or sanction by the Attorney General of the business practices of the Defendant nor shall the Defendant represent the decree as such an 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.

39. Defendant has had an opportunity to consult with and obtain the advice of private legal counsel prior to entering into this Consent Judgment.

40. This agreement shall not be construed as an admission by the Defendant of any wrongdoing or a finding of any violations of any local, state or federal laws by the Defendant.

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 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.



**ORIGINAL SIGNED BY
TOM TOEPFER
DISTRICT JUDGE**

DISTRICT COURT JUDGE

Prepared and approved by:

PLAINTIFF:



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