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KS. DISTRICT COURT
THIRD JUDICIAL DIST.
TOPEKA, KS

2010 SEP 30 P 2: 12

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS
DIVISION U

STATE OF KANSAS, *ex rel.*,)
STEVE SIX, Attorney General,)
)
Plaintiff,)
)
v.)
)
RICHARD M. PIRKL, an individual,)
d/b/a American Veteran KCA)
)
and)
)
TIMOTHY REED WHITE, an individual,)
d/b/a American Veteran KCA)
)
and)
)
EMPIRE HOLDING, INC.,)
a Wyoming Corporation,)
)
Defendants.)

Case No. 10C1287

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 30th day of September 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. Defendant appears by and through David L. Marcus, Graves Bartle Marcus & Garret, LLC.

I. Background

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. American Veteran KCA is fictitious business entity listed as a general partnership with the Missouri Secretary of State.
4. The current owner of American Veteran KCA is Defendant Empire Holding, Inc., a Wyoming corporation with a place of business located at 2710 Thomes Avenue, Cheyenne, Wyoming 82001.
5. At all times relevant, Defendant Richard M. Pirkl is an individual who owns or owned, as a general partner, the fictitious entity known as American Veteran KCA with a place of business located at Interstate Warehouse, 8201 E. 23rd Street, Kansas City, Missouri 64129.
6. At all times relevant, Defendant Timothy Reed White is an individual who owns or owned, as a general partner, the fictitious entity known as American Veteran KCA with a place of business located at Interstate Warehouse, 8201 E. 23rd Street, Kansas City, Missouri 64129.
7. American Veteran KCA is not registered with the Kansas Secretary of State as a foreign corporation or as a fictitious entity.
8. Empire Holdings, Inc. is not registered with the Kansas Secretary of State as a foreign corporation.

9. Defendants engage in consumer transactions that include sales of caskets to consumers.
10. Defendants are "supplier(s)" as that term is defined by K.S.A. 50-624(j).
11. 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.

II. Nature of the Controversy

12. The Plaintiff alleges Defendants engaged in deceptive and unconscionable acts and practices in violation of the Kansas Consumer Protection Act, K.S.A. 50-626(a), 50-626(b)(1)(A), 50-626(b)(1)(B), 50-626(b)(1)-(3) and 50-627(a), in the manner Defendants sold caskets to consumers.
13. Pursuant K.S.A. 50-632, Defendants deny these allegations and state that they are entering into this Consent Judgment in order to compromise this dispute and avoid the time, expense and risk of litigation.
14. In entering into this Consent Judgment, Defendant does not intend to and is not admitting any allegation or claim made by Plaintiff.

III. Injunctive Terms and Agreement

15. Defendants voluntarily agree to all terms of this Consent Judgment without trial or adjudication of any issue of fact or law.
16. Defendants shall refrain from future violations K.S.A. 50-626(a), 50-626(b)(1)(A), 50-626(b)(1)(B), 50-626(b)(1)-(3) and 50-627(a).
17. Defendants agree to send, via U.S. Mail, postage prepaid the letter attached as Exhibit A to all consumers in Kansas that Defendants have sold caskets to within the past 12 months. This letter shall be mailed within five days of the signing of this consent judgment.

18. Defendants shall provide a full refund to all consumers that request such a refund within 30 days of receipt of the letter outlined in paragraph 17. Defendants will provide such refunds within 10 days of receipt of the request. Defendants may prescribe that such refunds be made contingent upon the consumers releasing all rights of ownership to the caskets purchased.
19. For all future consumer transactions in Kansas, Defendants shall use only the contract and supplemental disclosures attached to this consent judgment as Exhibit B.
20. Defendants shall deliver or constructively deliver all caskets sold to consumers.
21. To accomplish constructive delivery, Defendants will specifically segregate the purchased caskets from Defendants' stock of unsold caskets and use tracking method, such as a ledger or inventory book that identifies the sold caskets by serial number or other specific designation and the consumer who owns the caskets.
22. Defendants agree that all caskets sold to Kansas consumers are not a security for any debt whatsoever whether or not the contract for sale, retail installment contract, or any other contract was assigned to any third party lender or financier.
23. The provisions of this Consent Judgment will be applicable to Defendants, and every employee, agent or representative of Defendants.
24. 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.
25. 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.

IV. Monetary Terms

26. In addition to the injunctive terms, Defendant agrees to the entry of judgment pursuant to K.S.A. 50-632 and agrees to pay this judgment based on the terms outlined in this judgment.
27. Pursuant to K.S.A. 50-632, Defendant shall pay \$20,000.00 in the form of cashier's checks, money orders or other certified funds payable to the Kansas Attorney General's Office. Payment shall be due upon signing of this consent judgment.

V. Other Terms

28. 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 of this Consent Judgment.
29. Jurisdiction is retained by this Court for the purpose of enforcement of compliance this consent judgment, and for the punishment of violations of this Judgment.
30. 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.
31. 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.

32. 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 Defendant immediately become a judgment upon filing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendants in favor of Plaintiff as outlined herein.

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, 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:



Tai J. Vokins, #23707
Assistant Attorney General
Office of Attorney General Steve Six
120 SW 10th Street, 2nd Floor
Topeka, Kansas 66612-1597

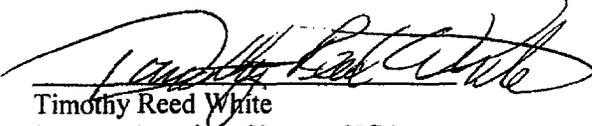
Attorney for Plaintiff



David L. Marcus, #18034
Graves Bartle Marcus & Garrett, LLC
1100 Main Street, Suite 2700
Kansas City, Missouri 64105

Attorney for Defendants

Approved by:



Timothy Reed White
Partner, American Veteran KCA

Richard M. Pirkl
Partner, American Veteran KCA

Prepared and Approved by:

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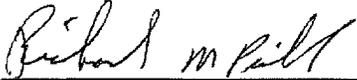
Attorney for Plaintiff

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Kansas City, Missouri 64105

Attorney for Defendants

Approved by:

Timothy Reed White
Partner, American Veteran KCA



Richard M. Pirkl
Partner, American Veteran KCA