

ps

Tai J. Vokins, # 23707
Assistant Attorney General
Office of the Attorney General
120 S.W. 10th Street, 2nd Floor
Topeka, Kansas 66612-1597
(785) 296-3751

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

2010 FEB 24 P 3:44

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS

STATE OF KANSAS, *ex rel.*,)
STEVE SIX, Attorney General,)
)
Plaintiff,)
)
v.)
)
SOLID AD SOLUTIONS, L.L.C.,)
)
Defendant.)

Case No. 10C285
Div 7

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 24th day of February 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 Jeffrey A. Wietharn, Coffman, DeFries & Nothern, P.A.

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 Solid Ad Solutions is a limited liability company registered with the Arizona Corporation Commission.

4. Defendant, Solid Ad Solutions, L.L.C. has a principal place of business located at 14850 N Cave Creek Road, Suite #2, Phoenix, Arizona 85032.
5. Christopher Lewallen is the owner of Solid Ad Solutions, L.L.C.
6. Defendant engaged in consumer transactions in Kansas that include, but are not limited to online business operation services and online website design.
7. Defendant conducts business as a “supplier” as that term is defined by K.S.A. 50-624(j).
8. 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.

PLAINTIFF’S ALLEGATIONS

9. The Plaintiff alleges Defendants engaged in acts and practices in violation of the Kansas Consumer Protection Act, specifically K.S.A. 50-672, K.S.A. 50-626(a), K.S.A. 50-627(b)(1)(A), K.S.A. 50-626(b)(1)(B), K.S.A. 50-626(b)(2), K.S.A. 50-626(b)(3), K.S.A. 50-627(b)(1), K.S.A. 50-627(b)(3), K.S.A. 50-627(b)(5), and K.S.A. 50-627(b)(6).

ALLEGATIONS RELATED TO THE VESTAL TRANSACTION

- a. Bernice Vestal is a “consumer” as that term is defined by K.S.A. 50-624.
- b. Bernice Vestal is an “elder person” as that term is defined by K.S.A. 50-676.
- c. Bernice Vestal’s address was 1826 Haskett, Salina, Kansas 67404.
- d. Robert Vestal, the husband of Bernice Vestal is deceased.
- e. Robert Vestal originally entered into a consumer transaction with Defendant.
- f. Plaintiff alleges that Defendant engaged in acts that constitute a violation of K.S.A. 50-627(b)(1), K.S.A. 50-627(b)(3), K.S.A. 50-627(b)(5) and K.S.A. 50-627(b)(6)

DEFENDANT'S DENIAL

10. Defendant denies each and every allegation of Plaintiff and voluntarily agrees to this Consent Judgment without trial or adjudication of any issue of fact or law.

INJUNCTIVE RELIEF

11. Defendant agrees to be permanently enjoined from engaging in the sale of goods or services in Kansas as a "supplier" as that term is defined by K.S.A. 50-624(j). Defendant agrees that engaging in the sale of goods or services as a supplier, 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 the Defendants, and every employee, agent or representative of Defendants.
13. Defendants agree to make available and/or disclose the provisions of this Consent Judgment to all of Defendants' employees, agents and representatives within five days of signing the Consent Judgment.
14. 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.

RESTITUTION

15. Defendant agrees to pay restitution in the amount of \$16,900.00 to the consumers listed in paragraph 16 (sixteen). Restitution shall be made payable to the consumers listed and delivered to the Kansas Attorney General's Office and shall be payable on or before

signing of this Consent Judgment. The Kansas Attorney General's Office will distribute restitution checks to consumers within 30 (thirty) days of receiving the restitution checks.

16. Restitution shall be distributed to the following consumers:

- a. Bernice Vestal, 1826 Haskett, Salina, Kansas 67401;
- b. Ruth McGinness, 1441 Pawnee, Marion, Kansas 66861;
- c. Betty Burr, 528 S Delaware Ave., Columbus, Kansas 66725;
- d. Quincy Utter, 629 N Edgemoor Street, Wichita, Kansas 67208.

EXPENSES AND COSTS

17. Defendant agrees to pay the Kansas Attorney General's Office \$75,000.00 in costs, and expenses. Payments shall be made payable to the Kansas Attorney General's Office in 6 (six) installments. Defendant shall pay:

- a. \$12,500.00 on or before March 15, 2010;
- b. \$12,500.00 on or before April 15, 2010;
- c. \$12,500.00 on or before May 15, 2010;
- d. \$12,500.00 on or before June 15, 2010;
- e. \$12,500.00 on or before July 15, 2010.
- f. \$12,500.00 on or before August 15, 2010.

18. Failure to pay any installment due under the terms of this Consent Judgment shall be deemed a violation of this Consent Judgment. Payment shall be mailed to the attention of Tai J. Vokins, Assistant Attorney General, Kansas Attorney General's Office, 120 SW 10th Ave, 2nd Floor, Topeka, Kansas 66612.

19. The total judgment amount shall be \$91,900.00.

JURISDICTION RETENTION AND OTHER STATEMENTS

20. 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.
21. 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.
22. 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.
23. Compliance with this Consent Judgment does not constitute an admission of liability on the part of Solid Ad Solutions.
24. 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 Defendant pay restitution of \$16,900.00 to the consumers listed in this Consent Judgment.

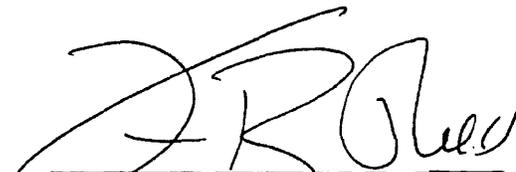
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant pay the office of the Kansas Attorney General enforcement costs, expenses and investigative fees in the amount of \$75,000.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendant in favor of Plaintiff in the amount of \$91,900.00, representing the sum total of the restitution award and costs and expenses as described above.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant pay all court 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.

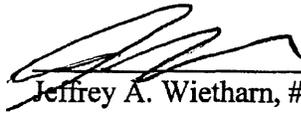

DISTRICT COURT JUDGE

Prepared and Approved by:



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

Attorney for Plaintiff



Jeffrey A. Wietharn, #15509
Coffman, DeFries & Nothern, P.A.
534 S. Kansas Ave., Ste. 925
Topeka, Kansas 66603
785-234-3461

Attorney for Defendant