

Jackie Williams, 07333  
 Assistant Attorney General  
 Office of the Attorney General  
 120 S.W. 10<sup>th</sup> Avenue, 2d Floor  
 Topeka, Kansas 66612-1597  
 Phone: (785) 296-3751  
 Fax: (785) 291-3699  
 jackie.williams@ag.ks.gov

FILED BY CLERK  
 K.S. DISTRICT COURT  
 THIRD JUDICIAL DIST.  
 TOPEKA, KS  
 2016 FEB 22 P 2:21

**IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS**

STATE OF KANSAS, *ex rel.*, )  
 DEREK SCHMIDT, Attorney General, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 Travis D. Kaiser, an individual )  
 d/b/a T's Lawn Service )  
 )  
 Defendant. )

Case No. 2015-CV-000910

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

**JOURNAL ENTRY OF CONSENT JUDGMENT**

NOW on this 22<sup>nd</sup> day of February, 2016, 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.* Derek Schmidt, Attorney General, appears by and through Jackie Williams, Assistant Attorney General. Defendant Travis D. Kaiser, an individual d/b/a T's Lawn Service appears pro se without counsel.

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

**PARTIES, JURISDICTION AND VENUE**

1. Derek Schmidt is the duly elected, qualified and acting Attorney General of the State of Kansas.

2. The Attorney General's authority to bring this action is derived from the statutory law of the State of Kansas, specifically the Kansas Consumer Protection Act, ("KCPA") K.S.A. 50-623, *et seq.*
3. Defendant Travis D. Kaiser is an individual operating a company under the name "T's Lawn Service" with a principal place of business at 3102 SW Randolph Avenue, Topeka, Kansas 66611.
4. All references to Defendant herein include acts performed individually, or in concert, or by or through employees, agents, representatives, affiliates, assignees and successors.
5. 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.*
6. Defendant stipulates and admits that venue is proper in this Court.
7. Defendant is a supplier as that term is defined by K.S.A. 50-624(j).
8. Defendant is engaged in consumer transactions in Kansas within the definition of K.S.A. 50-624(c).

#### **ACTS DEFENDANT ACKNOWLEDGES AND ADMITS**

9. Defendant has been engaged in the advertising and door-to-door solicitation of products and services to consumers in Kansas including the Topeka, Kansas area.
10. Defendant, individually, or in concert with others, solicited Kansas consumers for various home improvement services, including but not limited to lawn care service, installation/repair of fences, carpet installation, tile installation and tree trimming at Kansas residences in Shawnee County. The following Kansans entered into consumer transactions with the Defendant. All of these transactions involved "elder persons" as defined in K.S.A. 50-676(a).
  - a. Vera Obrien, 1557 SW Belle Avenue, Topeka, Shawnee County, Kansas. Amount of loss - \$76,626.89,

b. Greg Buchanan, 1617 SE 42<sup>nd</sup> Street, Topeka, Shawnee County, Kansas.

Amount of loss - \$150.00,

c. Audrey Leamon, 2136 SW 30<sup>th</sup> Street, Topeka, Shawnee County, Kansas.

Amount of loss - \$1,150.00,

d. Isla Mae Vogel, 1938 McAlister, Topeka, Shawnee County, Kansas.

Amount of loss - \$450.00, and

e. Norman and JoAnn Herman, 1733 SW Fairlawn Road, Topeka, Kansas.

Amount of loss - \$285.00.

11. Defendant, in marketing home improvement services door to door, engaged in deceptive and unconscionable acts and practices in violation of the KCPA, specifically, but not limited to, K.S.A. 50-626 and 50-640. Defendant admits that in his door to door sales, he committed all the acts set forth in the Five Counts in Plaintiff's Petition against all consumers noted in paragraph 10 herein; the Five Counts are as follows:

### **UNFAIR AND DECEPTIVE AND PRACTICES**

#### **COUNT I**

12. Defendant engaged in unfair and deceptive acts and practices by failing to disclose to the consumers, prior to entering into the transactions, the total price that would be charged and the method and timing of payment for his services, all in violation of K.S.A. 50-626(b)(3), for which restitution to the consumers should be paid and for which civil penalties should be imposed.

#### **COUNT II**

13. Defendant engaged in unfair and deceptive acts and practices by failing to provide to the consumers a written notice of the right to cancel as required by K.S.A 50-640(b) (1), for which restitution to the consumers should be paid and for which civil penalties should be imposed.

COUNT III

14. Defendant engaged in unfair and deceptive acts and practices by failing to provide a written Notice Of Cancellation form to the consumers as required by K.S.A 50-640(b)(2), for which restitution to the consumers should be paid and for which civil penalties should be imposed.

COUNT IV

15. Defendant engaged in unfair and deceptive acts and practices by failing to orally inform consumers of their right to cancel required by K.S.A 50-640(b)(5), for which restitution to the consumers should be paid and for which civil penalties should be imposed.

COUNT V

16. Defendant engaged in unfair deceptive acts and practices by negotiating, transferring, selling or assigning notes of indebtedness, that is consumers personal checks, to financial institutions prior to midnight of the fifth business day following the date of a transaction, in violation of K.S.A 50-640(b)(8), for which restitution to the consumers should be paid and for which civil penalties should be imposed.

**INJUNCTIVE RELIEF**

17. Defendant agrees to refrain and to be permanently enjoined from engaging in those acts and practices set forth in paragraphs 12, 13, 14, 15 and 16 herein; 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.
18. Defendant agrees that the above-mentioned acts and practices be declared deceptive and unconscionable in violation of the Kansas Consumer Protection Act, pursuant to K.S.A. 50-626, 50-627, and 50-640.

19. Defendant agrees that his officers, directors, employees, shareholders and agents, if any, be permanently enjoined from these and other practices in violation of the KCPA, pursuant to K.S.A. 50-632(a)(2)(c)(6).
20. Defendant agrees to be individually, and in association with other persons or entities, permanently enjoined from engaging in any door to door sales in the State of Kansas, as defined by K.S.A. 50-640(b)(8) and pursuant to K.S.A. 50-632(a)(2)(c)(6).
21. 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.

**CIVIL PENALTIES, INVESTIGATIVE FEES, FORFEITURE AND COURT COSTS**

22. Defendant agrees to pay restitution to the consumers in the amount of \$78,661.89;
23. Defendant agrees to pay \$2,960.00 in investigative fees, and \$20,000.00 in civil penalties, for violation of the Kansas Consumer Protection Act pursuant to K.S.A. 50-632 and 50-636.
24. Defendant agrees to pay the aforementioned restitution, fees and penalties, and forfeit certain property as follows:
  - a. Defendant shall pay \$338.76 to the Office of the Kansas Attorney General on April 1, 2016.
  - b. Defendant shall pay \$338.76 in each succeeding month beginning May 1, 2016 and continuing the first day of each month thereafter until the balance of the \$101,621.89 judgment herein has been satisfied and paid in full.
25. Payments made to the Kansas Attorney General's Office shall be disturbed by the Attorney General in the following priority order:
  - a. Restitution of \$78,661.89 to the five consumers listed in paragraph 10 till paid in full,
  - b. Investigative fees in the amount of \$2,960.00 to the Kansas Attorney General's Office till paid in full,
  - c. Civil penalty in the amount of \$20,000.00 till paid in full.

26. Defendant agrees to forfeit all property listed in attached Exhibit 1 to the Kansas Attorney General's Office, with the exception of the following property which is to be returned to the Defendant:
- a. One flat screen television, Model TX-P46C2, Serial number MGO2370683.
  - b. One flat screen television, Model VR-5525Z, Serial number 6394K13100489.
  - c. One white Genesis Mountain Bike, Model 0V02944, Serial number 70083658,
  - d. One grey two drawer file cabinet.
  - e. One silver Panasonic microwave oven.
27. Defendant agrees to forfeit his pickup truck, which was used in the consumer transactions, to the Kansas Attorney General's Office; described as: 2005 Dodge Ram Pickup Red in color; License Plate 799 EIP Shawnee County; VIN 1D7HA16K15J574645.
28. Defendant agrees that the property described in paragraphs 25, 26, and 27 is to be sold by the Kansas Attorney General's Office with proceeds to be applied toward payment of the judgment and in the order of priority as set forth in paragraph 25.
29. Payment shall be made in the form of a cashier's check or money order payable to the Office of the Kansas Attorney General, and mailed to:
- Office of the Kansas Attorney General  
ATTN: Jackie Williams, Assistant Attorney General  
120 SW 10<sup>th</sup> Ave., 2<sup>nd</sup> Floor  
Topeka, KS 66612
30. Defendant agrees that pursuant to 11 U.S.C. 523(a)(2)(A) and (a)(7), and due to the nature of the conduct underlying this settlement, any unpaid penalties and/or fees shall not be dischargeable in any bankruptcy proceeding commenced after the entry of this Consent Judgment.
31. Defendant agrees to pay all court costs;

**OTHER PROVISIONS**

32. 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.

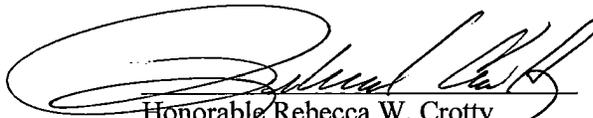
33. If any portion, provision, or part of this Consent Judgment is held to be invalid, unenforceable, or void for any reason whatsoever, that portion shall be severed from the remainder and shall not affect the validity or enforceability of the remaining provisions, portions or parts.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the stipulation and agreement of the parties contained herein are adopted and approved as 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 hereby entered against Defendant and in favor of Plaintiff in the amount of \$78,661.89 in restitution for consumers herein, \$2,960.00 in investigative fees, and \$20,000.00 in civil penalties.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant pay all costs associated with this action.

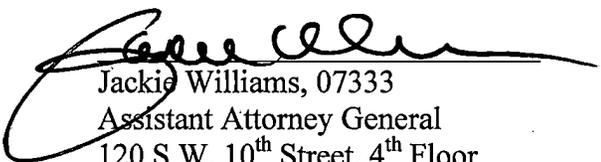
**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. 50-632(b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the Order of the Court.



Honorable Rebecca W. Crotty  
Judge, 3rd Judicial District  
Shawnee County, Kansas

Prepared and Approved by:

Plaintiff:

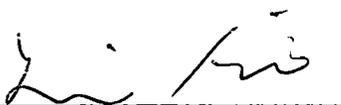


Jackie Williams, 07333  
Assistant Attorney General  
120 S.W. 10<sup>th</sup> Street, 4<sup>th</sup> Floor  
Consumer Protection Division  
Topeka, Kansas 66612-1597  
(785) 296-3751  
jackie.williams@ag.ks.gov  
*Attorney for Plaintiff*



Meghan D. Lowry, #26447  
Assistant Attorney General  
Office of the Kansas Attorney General  
120 S.W. 10<sup>th</sup> Avenue, 2nd Floor  
Topeka, Kansas 66612-1597  
Tel: (785) 296-3751  
Fax: (785) 291-3699  
[meghan.lowry@ag.ks.gov](mailto:meghan.lowry@ag.ks.gov)  
*Attorney for Plaintiff*

DEFENDANT



Travis D. Kaiser  
Defendant  
*Pro Se*