

**IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS**  
Tenth Judicial District

STATE OF KANSAS, *ex rel.*, )  
DEREK SCHMIDT, Attorney General, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
BEST CARS KC, INC. )  
 )  
Defendant. )  
\_\_\_\_\_ )

Case No.

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

**JOURNAL ENTRY OF CONSENT JUDGMENT**

NOW on this \_\_\_\_\_ day of \_\_\_\_\_, 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 Adrian Serene, Assistant Attorney General. Defendant appears through Christopher Harper, attorney for Defendant.

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 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 ("KCPA"), K.S.A. 50-623 *et seq.*
3. Defendant Best Cars KC, Inc. is a corporation organized and existing under the laws of Missouri.

4. Defendant has a principal place of business at 6521 Ridge Road, Kansas City, Missouri, 64152.

5. Defendant is a “supplier” within the definition of K.S.A. 50-624(l).

6. Defendant is engaged in “consumer transactions” in Kansas, as defined by K.S.A. 50-624(c).

7. Jurisdiction and venue are appropriate in District Court of Johnson County, Kansas, pursuant to K.S.A. 50-638(a) and (b), respectively.

### **FACTUAL AND LEGAL ALLEGATIONS**

8. During March, 2015 Defendant advertised its business to Kansas consumers via a “prize notice,” within the meaning of K.S.A. 50-692(a)(2).

9. Defendant’s prize notice did not comply with K.S.A. 50-692(c)(1)(A), 50-692(c)(2)(A), 50-692(c)(2)(B), 50-692(c)(2)(C), and 50-692(c)(4).

10. K.S.A. 50-692 is supplemental to the KCPA.

11. Any violation of K.S.A. 50-692 is an “unconscionable act or practice under the KCPA,” pursuant to K.S.A. 50-692(g).

12. Unconscionable acts or practices are prohibited under the KCPA, pursuant to K.S.A. 50-627(a),

13. Each unconscionable act or practice is punishable by a civil penalty of not more than \$10,000, pursuant to K.S.A. 50-636(a).

### **INJUNCTIVE RELIEF**

14. Defendant agrees to comply with the KCPA in all transactions involving Kansas consumers.

15. 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.

16. Defendant agrees to pay to the Plaintiff a civil penalty of two thousand dollars (\$2,000.00). The civil penalty payment is due upon the filing of this Consent Judgment.

#### **OTHER PROVISIONS**

17. The provisions of this Consent Judgment will be applicable to Defendant.

18. 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.

19. 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.

20. Compliance with this Consent Judgment does not relieve Defendant of any obligation imposed by applicable federal, state, or local law, nor shall this Consent Judgment preclude the Plaintiff from taking appropriate legal action to enforce any other statutes under his jurisdiction or from any other Federal or State agency to enforce any other federal, state, or local law under its jurisdiction.

21. The parties understand that this Consent Judgment shall not be construed as an approval of or sanction by the attorney general of the Defendant's business practices, nor shall the Defendant represent the Consent Judgment as such approval. The parties further understand and

agree 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 this Consent Judgment shall not be construed to be an approval of or sanction of any representations, acts, or practices of the Defendant, nor shall any inaction by the attorney general be considered a waiver by the attorney general of any rights under this Consent Judgment or the law.

22. Defendant hereby represents and warrants that Defendant has had the opportunity to consult with and receive the advice of legal counsel regarding all matters relative to this Consent Judgment, including the rights and obligations of Defendant under this Consent Judgment and the consequences of breach hereunder. Defendant represents that Defendant has read the Consent Judgment and knows and understands the contents thereof. Defendant further represents and warrants that Defendant is signing this Consent Judgment as the result of their own free act, and that Defendant has not relied on any statement(s) or representation(s) of the attorney general or anyone acting on his behalf, except for those contained in this Consent Judgment.

23. By signing this Consent Judgment, the representative of the Defendant represents and warrants that such person is duly and legally authorized to execute this Consent Judgment on behalf of this Defendant, thus binding the Defendant to the provisions of this Consent Judgment.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that the stipulations and agreements of the parties contained herein are adopted and approved pursuant to the Kansas Consumer Protection Act, the provisions of K.S.A. 50-632(b), the findings of fact and conclusions of law of the Court and judgment is entered against Defendant and in favor of Plaintiff for civil penalties in the amount of \$2,000.00; the terms of the Consent Judgment are approved and adopted as the Order of the Court.

**IT IS SO ORDERED.**

/s/ DAVID W HAUBER

Dated: 02/08/16

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District Court Judge

Prepared and approved by:

Attorneys for Plaintiff

s/ Derek Schmidt

Derek Schmidt, KS# 17781

Attorney General

Office of the Attorney General

Consumer Protection Division

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Topeka, Kansas 66612

s/ Adrian Serene

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and

Best Cars KC, Inc.:

s/ Christopher Harper

Christopher Harper, KS# 23273

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