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**IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS  
Third Judicial District**

STATE OF KANSAS, *ex rel.* )  
DEREK SCHMIDT, Attorney General, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
BRYAN SEAN STURROCK, an Individual, )  
 )  
Defendant. )

2017-CV-607  
Div. 7

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

**CONSENT JUDGMENT**

COMES NOW BEFORE THE COURT Plaintiff's Petition for Approval of Consent Judgment pursuant to K.S.A. 50-632(b). The Plaintiff, State of Kansas, *ex rel.* Derek Schmidt, Attorney General, appears by and through Assistant Attorney General Kathryn Carter. There are no other appearances.

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 for 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 Bryan Sean Sturrock is an individual residing at 401 Northwood Drive, Apt. 323, Flower Mound, TX 75022-4198.

4. At all times relevant hereto, Defendant Bryan Sean Sturrock engaged in telephone solicitation directed at consumers residing in various counties throughout the State of Kansas.

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

6. Defendant stipulates and admits that the Court has subject matter jurisdiction over this case and *in personam* jurisdiction.

7. Defendant stipulates and admits that venue is proper in this Court pursuant to K.S.A. 50-638(b).

## **ALLEGATIONS**

8. Plaintiff alleges that, at all times relevant hereto, Defendant has acted as a "supplier" in Kansas, as that term is defined by K.S.A. 50-624(l).

9. Plaintiff alleges that, at all times relevant hereto, Defendant has engaged in "consumer transactions" in Kansas, as that term is defined by K.S.A. 50-624(c).

10. Plaintiff alleges that, at all times relevant hereto, Defendant acted as a “telephone solicitor” in Kansas, as that term was previously defined at K.S.A. 50-670(a)(3) and is currently defined by K.S.A. 2016 Supp. 50-670(a)(4).

11. Plaintiff alleges that, at all times relevant hereto, Defendant engaged in “consumer telephone calls” in Kansas, as that term is defined by K.S.A. 50-670(a)(1).

12. Plaintiff alleges that Defendant, at all times relevant hereto, contacted Kansas consumers by telephone for the purpose of soliciting the sale of Defendant’s products and services.

13. Plaintiff alleges that, at all times relevant hereto, Defendant, while conducting the aforementioned solicitations in Kansas, engaged in acts and practices in violation of the Kansas No Call Act, K.S.A. 50-670 *et seq.*, which acts and practices include, but are not limited to:

- a. failing to consult the National Do Not Call Registry prior to making unsolicited consumer telephone calls in Kansas, in violation of K.S.A. 50-670a(a); and
- b. making, or causing to be made, unsolicited consumer telephone calls to Kansas consumers whose telephone numbers are listed on the National Do Not Call Registry, in violation of K.S.A. 50-670a(c);

14. Those acts set out in paragraph thirteen (13) constitute violations of the Kansas Consumer Protection Act, pursuant to K.S.A. 50-670(g).

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

#### **INJUNCTIVE RELIEF**

16. Defendant agrees to refrain, and to be permanently enjoined, from engaging in those acts and practices set forth in paragraph thirteen (13), 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.

17. Defendant agrees to comply with all Kansas laws, statutes, rules and regulations, relating to consumer transactions in Kansas, specifically, but not limited to, the Kansas Consumer Protection Act, K.S.A. 50-623, *et seq.* and the Kansas No-Call Act, K.S.A. 50-670, *et seq.*

18. Defendant agrees to comply with the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.*, the Telemarketing Consumer Fraud and Abuse Prevention Act, 15 U.S.C. § 6101 *et seq.*, and all federal regulations promulgated thereby, including the Telemarketing Sales Rule, 16 C.F.R. § 310 *et seq.*

19. Defendant agrees to cooperate with the Office of the Kansas Attorney General in investigating and remedying any complaints filed with the Consumer Protection Division against Defendant.

20. 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.

21. Defendant agrees to make available and/or disclose the provisions of this Consent Judgment to each employee, agent, independent contractor and representative having responsibilities with respect to the subject matter of this Consent Judgment within ten (10) days of signing the Consent Judgment or within fifteen (15) days after any person assumes such position or responsibilities.

22. Defendant shall require its independent contractors to comply with the terms set forth in this Consent Judgment.

23. Defendant agrees that the terms of this Consent Judgment apply to acts performed individually, in concert, or by or through its employees, agents, representatives, affiliates, assignees and successors.

#### INVESTIGATIVE FEES AND CIVIL PENALTIES

24. Defendant agrees to pay to the Office of the Kansas Attorney General two thousand five hundred dollars (\$2,500.00) in investigative fees and civil penalties for violations of the Kansas No Call Act, pursuant to K.S.A. 50-670(g), K.S.A. 50-670a(i) and K.S.A. 50-632(a)(4). Upon receipt of payment in full, Plaintiff agrees to release and discharge Defendant from all claims Plaintiff could have brought for civil penalties, costs, and/or investigative fees under the Kansas No Call Act, K.S.A. 50-670 *et seq.*, or the Telemarketing Sales Rule, 16 C.F.R. § 310 *et seq.*, based on Defendant's conduct prior to June 1, 2017.

25. Payment shall be made by the following schedule:

\$100 per month payable September through December, 2017

\$150 per month payable January through March, 2018

\$330 per month payable April through August, 2018

26. Payments shall be in the form of a cashier's check, money order or other certified funds payable to the **Office of the Kansas Attorney General**, marked **CP-14-2997** and delivered to:

Kathryn Carter, Assistant Attorney General  
Office of the Kansas Attorney General  
120 SW 10<sup>th</sup> Ave., 2<sup>nd</sup> Floor  
Topeka, KS 66612

## OTHER PROVISIONS

27. 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.

28. 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.

29. Compliance with this Consent Judgment does not relieve 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.

30. 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 Defendant nor shall 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.

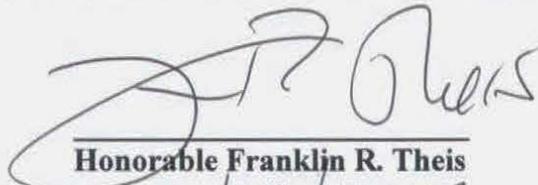
31. Defendant represents that he has had an opportunity to consult with and obtain the advice of private legal counsel prior to entering into this Consent Judgment.

**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. The acts and practices alleged herein are declared to be unconscionable acts and practices, pursuant to K.S.A. 50-670(g) and, further, to be violations of the Kansas Consumer Protection Act, pursuant to K.S.A. 50-627.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment is entered against Defendant and in favor of Plaintiff in the amount of \$2,500.00.

**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. This Order is effective on the date and time shown by the electronic file stamp.**

  
**Honorable Franklin R. Theis**  
9/19/2017

Prepared and approved by:

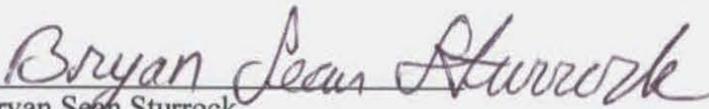
PLAINTIFF:

/s/ Derek Schmidt  
Derek Schmidt, KS #17781  
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/s/ Kathryn Carter

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*Attorney for Plaintiff*

DEFENDANT:

  
Bryan Sean Sturrock