

ELECTRONICALLY FILED  
2019 Feb 25 PM 4:24  
CLERK OF THE SHAWNEE COUNTY DISTRICT COURT  
CASE NUMBER: 2019-CV-000115



**Court:** Shawnee County District Court  
**Case Number:** 2019-CV-000115  
**Case Title:** State of Kansas ex rel Derek Schmidt Atty General  
vs. Harmonious Enterprises Inc, et al.  
**Type:** Journal Entry of Consent Judgment

SO ORDERED.

A handwritten signature in black ink, appearing to read "T. Watson". The signature is fluid and cursive, with a large initial "T" and "W".

/s/ Honorable Teresa L Watson, District Court Judge



## **PARTIES, JURISDICTION AND VENUE**

1. Derek Schmidt is the duly elected, qualifying 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 ("KCPA"), K.S.A. § 50-623 *et seq.*
3. Defendant Harmonious Enterprises, Inc. d/b/a 911helpnow and 911helpnow.com, is a New York corporation, with a principal place of business at 37 W 47<sup>th</sup> Street, #201, New York, NY 10036.
4. Defendant 911 Help Now, Inc., d/b/a 911helpnow and 911helpnow.com, is a New York corporation, with a principal place of business at 37 W 47<sup>th</sup> Street, #201, New York, NY 10036.
5. All references to the Defendants herein include acts performed individually, in concert, or by or through employees, directors, officers, owners, managers, agents, assigns, and all other persons or entities acting in concert with them or on their behalf, including their predecessors, subsidiaries, affiliates and successors.
6. Jurisdiction and venue are appropriate in District Court of Shawnee County, Kansas, pursuant to K.S.A. § 50-638(a) and (b), respectively.

## **ALLEGATIONS**

7. Plaintiff alleges that the Defendants have acted as a "supplier" in Kansas, as that term is defined by K.S.A. § 50-624(l).
8. Plaintiff alleges that the Defendants have engaged in "consumer transactions" in Kansas, as that term is defined by K.S.A. § 50-624(c).

9. Plaintiff alleges that at all times relevant hereto, the Defendants engaged in acts and practices in violation of the Kansas Consumer Protection Act, K.S.A. § 50-623 *et seq.*, which acts and practices include, but are not limited to:

- a. The Defendants made representations to the Consumer that the property or services had characteristics that they did not have.
- b. The Defendants made representations to the Consumer that the property or services were of a particular standard or quality that differed materially from the representation.
- c. The Defendants engaged in a consumer transaction in which the Defendant willfully used, in an oral or written representation, an exaggeration, falsehood, innuendo or ambiguity as to a material fact.
- d. The Defendants engaged in a consumer transaction in which the Defendant willfully failed to state a material fact.
- e. The Consumer was unable to receive a material benefit from the subject of the transaction.

#### **INJUNCTIVE RELIEF**

10. The Defendants agree to provide the following provision in each advertisement and sales contract: *Cellular towers are used to pinpoint the consumers' approximate location. This method of tracking a location is not exact and will affect where emergency services are sent.*

11. The Defendants agree 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.*

12. The Defendants shall not cause or encourage third parties, nor knowingly permit third parties acting on their behalf, to engage in practices from which Defendants are prohibited by this Consent Judgment.

13. The Defendants shall not participate, directly or indirectly, in any activity or form a separate entity or corporation for the purpose of engaging in acts or practices which are prohibited in this Consent Judgment or for any other purpose which would otherwise circumvent the spirit or purposes of this Consent Judgment.

14. The Defendants agree 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.

15. The parties voluntarily agree to this Consent Judgment without trial or adjudication of any issue of fact or law as a compromise settlement of all issues raised herein. It is further understood that the execution of and compliance with this Consent Judgment is not an admission of guilt by Defendants.

#### **MONETARY RELIEF**

16. The Defendants agree to pay the Office of the Kansas Attorney General \$692.25 in investigative costs for violations of the Kansas Consumer Protection Act pursuant to K.S.A. § 50-636 in the form of a cashier's check, money order or other certified funds payable to the Office of the Kansas Attorney General, mailed to:

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

17. Judgment is hereby entered in favor of Plaintiff and against Defendants in the amount of \$50,000.00 for the payment of civil penalties for violations of the Kansas Consumer Protection Act, pursuant to K.S.A. 50-636. *Provided, however,* \$45,000.00 of this monetary judgment shall be suspended against Defendants as long as the Court makes no finding(s), as provided in the following section of this Consent Judgment titled “Right to Reopen,” that Defendants have violated any provision of this Consent Judgment.

18. The Defendants agree to pay the Office of the Kansas Attorney General \$5,000.00 in civil penalties for violations of the Kansas Consumer Protection Act pursuant to K.S.A. § 50-636 in the form of a second cashier’s check, money order or other certified funds payable to the Office of the Kansas Attorney General, mailed to:

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

#### **RIGHT TO REOPEN**

19. Plaintiff’s agreement to Suspended Monetary Judgment contained in this Consent Judgment is expressly premised upon Defendants’ material compliance with the terms of this Consent Judgment.

20. Defendants’ “material compliance” with the terms of this Consent Judgment shall mean material compliance with all of the provisions included in Paragraphs 10-18.

21. If, upon motion by the Attorney General to the Court, the Court finds that the Defendants have violated a material term of this Consent Judgment the suspension of the monetary judgment as to the Defendants will be terminated and the entire judgment amount of \$50,000.00 shall

become immediately due and payable to the Plaintiff, and interest computed at the rate prescribed under Kansas law, shall begin immediately to accrue on the unpaid balance.

#### **OTHER PROVISIONS**

22. 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.

23. 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.

24. Compliance with this Consent Judgment does not relieve Defendants 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.

25. The parties understand that this Consent Judgment shall not be construed as an approval of or sanction by the attorney general of the Defendants' business practices, nor shall the Defendants 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 Defendants, nor shall any inaction by the Attorney General be considered a waiver by the attorney general of any rights under this Consent Judgment or applicable law.

26. This Consent Judgment represents the entire agreement between Plaintiff and the Defendants, and there are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter of this Consent Judgment which are not fully expressed herein or attached hereto.

27. Defendants hereby represent and warrant that Defendants have 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 Defendants under this Consent Judgment and the consequences of breach hereunder. Defendants represent that Defendants have read the Consent Judgment and knows and understands the contents thereof. Defendants further represent and warrant that Defendants are signing this Consent Judgment as the result of his own free act, and that Defendants have 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.

28. By signing this Consent Judgment, the representative of Defendants represent and warrant that such person is duly and legally authorized to execute this Consent Judgment on behalf of the Defendants, thus binding the Defendants to the provisions of 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 findings of fact and conclusions of law of the Court and any monies owed hereunder by the Defendants immediately becomes a judgment upon filing.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment is entered against the Defendants in favor of Plaintiff in the amount of \$50,687.25.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that pursuant to the

Kansas Consumer Protection Act, 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.

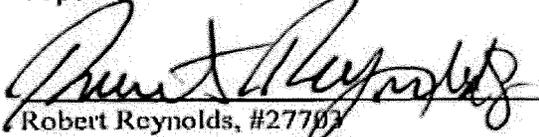
**IT IS SO ORDERED.**

**THIS ORDER IS EFFECTIVE AS OF THE DATE AND TIME OF THE ELECTRONIC FILE STAMP.**

Prepared and respectfully submitted by:

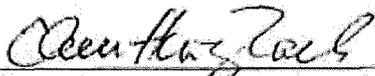


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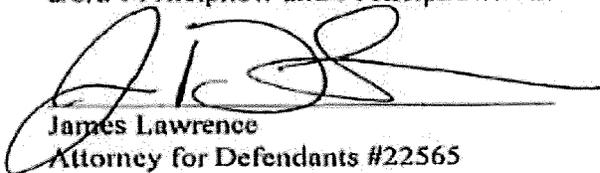


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Approved by:



Harmonious Enterprises, Inc., 911 Help Now, Inc.,  
d/b/a 911helpnow and 911helpnow.com



James Lawrence  
Attorney for Defendants #22565