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CLERK OF THE GREENWOOD COUNTY DISTRICT COURT
CASE NUMBER: 2019-CV-000023



Court: Greenwood County District Court
Case Number: 2019-CV-000023
Case Title: State of Kansas Attorney General Derek Schmidt vs.
Willy Vinson
Type: Journal Entry of Consent Judgment

SO ORDERED.

A handwritten signature in black ink that reads "Charles M. Hart". The signature is written in a cursive style.

/s/ Honorable Charles Hart, District Court Judge

Kimberley Davenport, #28078
Assistant Attorney General
Office of the Kansas Attorney General
120 S.W. 10th Avenue, 2nd Floor
Topeka, Kansas 66612-1597
Tel: (785) 296-3751
Fax: (785) 291-3699
Kim.Davenport@ag.ks.gov.

IN THE DISTRICT COURT OF GREENWOOD COUNTY, KANSAS

STATE OF KANSAS, <i>ex rel.</i>)	
DEREK SCHMIDT, Attorney General,)	
)	
Plaintiff,)	
)	
v.)	Case No. 2019-CV-000023
)	
WILLY VINSON, an individual)	
f/k/a and d/b/a WILLY VINSON AUTO,)	
)	
Defendant.)	

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this day, the parties' 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 Kimberley Davenport, Assistant Attorney General.

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, 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 Willy Vinson is an individual who at the time of the consumer transaction was doing business as Willy Vinson Auto. Willy Vinson has a residential address of 1053 Country Club Drive, Eureka, Kansas 67045.

4. 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.

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

ALLEGATIONS

6. Plaintiff alleges that the Defendant has acted as a “supplier” in Kansas, as that is defined by K.S.A. § 50-624(l).

7. Plaintiff alleges that the Defendant has engaged in “consumer transactions” in Kansas, as that term is defined by K.S.A. § 50-624(c).

8. Plaintiff alleges that at all times relevant hereto, the Defendants engaged in deceptive acts and practices in violation of the Kansas Consumer Protection Act, K.S.A. § 50-626 and K.S.A. § 50-627 which acts and practices include, but are not limited to:

- a. The Defendant made, or caused to be made, a consumer transaction in which the consumer was unable to receive a material benefit from the subject of the transaction, pursuant to K.S.A. § 50-627(b)(3); and
- b. The Defendant induced a consumer to enter into excessively one-sided consumer transaction in favor of the supplier, pursuant to K.S.A. § 50-627(b)(5).

INJUNCTIVE RELIEF

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

10. The Defendant 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.

11. The 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.

MONETARY RELIEF

12. The Defendant agrees to pay restitution to one (1) Kansas consumer, Deanna Funk, in the amount of \$4,566.25.

13. Payments shall be made over the course of eighteen (18) months, in the amount of \$250.00 per month, beginning on the 15th of July, 2019, and on or before the 15th of each month following up until payment has been made in full.

14. Payment shall be made by July 15, 2019 in the form of a cashier's check, money order or other certified funds payable to the Office of the Kansas Attorney General, to be disbursed to the affected consumer named in this consent judgment and mailed to:

Kimberley Davenport, Assistant Attorney General
Office of the Kansas Attorney General
120 S.W. 10th Ave., 2nd Floor
Topeka, Kansas 66612

15. Failure by Defendant to make consumer restitution payments in accordance with this agreement shall constitute a violation of the Consent Judgment and subject the Defendant to contempt penalties.

SUSPENDED MONETARY JUDGMENT

16. Judgment is hereby entered in favor of plaintiff and against Defendant in the amount of \$4,000.00 for the payment of civil penalties for violations of the Kansas Consumer Protection Act, pursuant to K.S.A. § 50-632(c)(7). Provided, however, this monetary judgment shall be suspended against Defendant as long the Defendant has not violated any provision of this Consent Judgment.

OTHER PROVISIONS

17. 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.

18. 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.

19. 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.

20. 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 applicable law.

21. This Consent Judgment represents the entire agreement between Plaintiff and the Defendant, 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.

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 his 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.

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

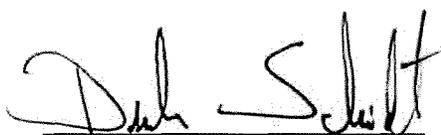
conclusions of law of the Court and any monies owed hereunder by the Defendant immediately becomes a judgment upon filing.

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.

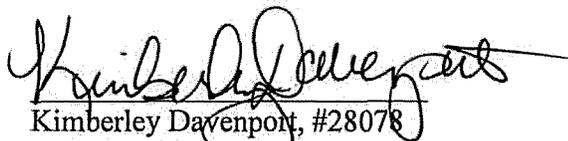
IT IS SO ORDERED.

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

Respectfully submitted,

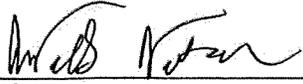


DEREK SCHMIDT, #17781
Kansas Attorney General
Office of the Kansas Attorney General
120 S.W. 10th Avenue, 2nd Floor
Topeka, Kansas 66612-1597
Tel: (785) 296-3751
Fax: (785) 291-3699



Kimberley Davenport, #28078
Assistant Attorney General
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Tel: (785) 296-3751
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Defendant:

A handwritten signature in cursive script, appearing to read "Willy Vinson".

Willy Vinson
f/k/a and d/b/a Willy Vinson Auto