



Court: Seward County District Court
Case Number: 2020-CV-000088
Case Title: State of Kansas, ex rel., Derek Schmidt vs.
Guadalupe Belmares
Type: Journal Entry of Consent Judgment

SO ORDERED.

A handwritten signature in cursive script, reading "Linda Gilmore".

/s/ Honorable Linda P. Gilmore, District Court Judge

Sarah M. Dietz, #27457
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IN THE DISTRICT COURT OF SEWARD COUNTY, KANSAS
Division _____

STATE OF KANSAS, *ex rel.*,)
DEREK SCHMIDT, Attorney General,)
)
Plaintiff,)
)
v.)
)
GUADALUPE BELMARES)
aka LUPE BELMARES, an individual)
)
Defendant.)
)

Case No. 2020-CV-000088

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this day, 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 Sarah M. Dietz, 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 Attorney General of the State of Kansas.
2. The Attorney General's authority to enter this Consent Judgment 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 Guadalupe Belmares, also known as Lupe Belmares, is an individual with a principal place of business at 834 S. Kansas Ave, Liberal, Kansas 67901.

4. Defendant is not currently registered with the Secretary of State to do business in the State of Kansas as LB Services.

5. All references to the Defendant herein includes 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 Seward County, Kansas, pursuant to K.S.A. 50-638(a) and (b), respectively.

7. This Court has personal and subject matter jurisdiction over this controversy by the Kansas Consumer Protection Act, K.S.A. 50-623, *et seq.*, specifically K.S.A. 50-638(a).

ALLEGATIONS

8. At all times relevant hereto, and in the ordinary course of business, Defendant has acted as a “supplier” as defined by K.S.A. 50-624(l).

9. At all times relevant hereto, and in the ordinary course of business, Defendant has engaged in “consumer transactions” in Kansas, as defined by K.S.A. 50-624(c).

10. Defendant holds herself out as a “notario publico.”

11. Defendant is not licensed to practice law in Kansas nor is she employed and supervised by a licensed attorney.

12. LB Services is not a law firm that employs the Defendant.
13. Defendant is responsible for all day-to-day business decisions at LB Services.
14. Defendant has engaged in deceptive acts and practices in violation of K.S.A. 53-121(a) and K.S.A. 50-626. This violation includes, but is not limited to:
 - a. Defendant has knowingly represented herself as being a “notario publico;”
 - b. Defendant is not admitted to the practice of law in Kansas; and
 - c. Defendant advertises notarial services in a language other than English and failed to include, in any advertisement, notice, letterhead or sign, a statement prominently displayed, in the same language in which such notarial services are offered, as follows: “I am not authorized to practice law and have no authority to give advice on immigration law or other legal matters.”

INJUNCTIVE RELIEF

15. Defendant agrees to refrain, and to be permanently enjoined, from engaging in those acts and practices set forth in paragraphs fourteen (14), 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.

16. Defendant agrees to remove all references of “notario publico,” “notaria publica,” or any form thereof from any and all advertisements, notices, letterheads or signs, unless the proper disclosures as set out in K.S.A. 53-121(a) are prominently displayed.

17. Defendant agrees to remove all references of “notario publico,” “notaria publica,” or any form thereof from any and all email addresses unless the proper disclosures as set out in K.S.A. 53-121(a) are prominently displayed in every email.

18. 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 K.S.A. 53-121.

19. Defendant agree to make available and/or disclose the provisions of this Consent Judgment to each employee, agent, independent contractor and/or representative of Collections Unlimited within ten (10) days of signing the Consent Judgment, or within fifteen (15) days after any person assumes such position or responsibilities.

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 or this Consent Judgment.

MONETARY RELIEF

21. Defendant agrees to pay the Office of the Kansas Attorney General \$2,500.00 in investigative fees and expenses, pursuant to K.S.A. 50-636, in a payment 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:

Sarah M. Dietz, Assistant Attorney General
Office of the Kansas Attorney General
120 SW 10th Ave., 2nd Floor
Topeka, Kansas 66612

22. Payment shall be made over the course of thirty-five (35) months, in the amount

of \$71.50 per month for thirty-four (34) months, with a final payment of \$69 on the thirty-fifth (35) month. Payment shall begin on the 1st of December, 2020 and on or before the 1st of each month following up until payment has been made in full.

23. Defendant agrees that time is of the essence for each of the aforementioned payments, and Defendant shall be responsible for the timely submission of each payment.

24. In the event that Defendant fails to make any payments in accordance with paragraph 22 of the Judgment, upon ten (10) days after the failure to make the proscribed payment, the full amount of the unpaid judgment balance shall immediately become due and payable.

OTHER PROVISIONS

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

26. The parties understand that this Consent Judgment shall not be construed as an approval of, or sanction by, the Attorney General of any representations, acts, or business practices of the Defendant, nor shall the 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.

27. The Defendant agrees that the Attorney General may take appropriate legal action against the Defendant for violation of this Consent Judgment and/or for future violations of the Kansas Consumer Protection Act and any other law which the Attorney General is authorized to pursue and/or enforce.

28. The Defendant hereby represents and warrants that she 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 the Defendant under this Consent Judgment and the consequences of a breach of this Consent Judgment. The Defendant represents that she has read the foregoing Consent Judgment and therefore knows and understands the contents thereof. The Defendant further represents and warrants that she is signing this Consent Judgment as the result of her own free act, and that she 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. By executing this Consent Judgment, each of the undersigned covenants and represents that he or she has the power and authority to execute this Consent Judgment.

29. Defendant agrees to this Consent Judgment without trial or adjudication of any issue of fact or law solely for the purposes of settlement. Defendant acknowledges that this Consent Judgment constitutes a stipulation to the allegations set forth herein and that nothing about this Consent Judgment shall operate as a bar to any private action that any consumer may bring or has brought against the Defendant.

30. The Defendant or Defendant's representative, signing this Journal Entry of Consent

Judgment, warrants that they are duly authorized to enter into and execute this Journal Entry of Consent Judgment on behalf of Defendant.

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.

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 Defendant pays all costs associated with this action.

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 AS OF THE DATE AND TIME SHOWN ON THE ELECTRONIC FILE STAMP.

Prepared and approved by:

PLAINTIFF

/s/ Derek Schmidt

Derek Schmidt, #17781
Attorney General of the State of Kansas

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Office of the Attorney General
Consumer Protection Division
120 SW 10th Ave., 2nd Floor
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DEFENDANT

Guadalupe Belmares, an individual

Joseph T. Welsh, #27581
Attorney for Defendant