



Court: Sedgwick County District Court
Case Number: 2020-CV-001251-OT
Case Title: State of Kansas, ex rel Derek Schmidt Atty General
vs. Aaron Dune, et al.
Type: Journal Entry of Consent Judgment

SO ORDERED.

A handwritten signature in cursive script that reads "Sean M Hatfield".

/s/ Honorable Judge Sean Hatfield

Sarah M. Dietz, #27457
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IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS

STATE OF KANSAS, <i>ex rel.</i>)	
Derek Schmidt, Attorney General,)	
)	
Plaintiff,)	
v.)	
)	
AARON DUNE, an individual)	Case No. 2020-CV-1251
)	
and)	
)	
SMOKE STAX LLC;)	
)	
Defendants.)	
<hr/>		
(Pursuant to K.S.A. Chapter 60)		

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this date, 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 Sarah M. Dietz, Assistant Attorney General. Defendants appear through counsel Chris Joseph.

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 Aaron Dunne, is an individual with a residential address located in Goddard, Kansas. He may be served with process at this address.
4. Defendant Aaron Dunne is the sole owner and operator of Defendant Smoke Stax LLC and exercises exclusive control over the day-to-day operations of Defendant Smoke Stax LLC.
5. Defendant Smoke Stax LLC is a Kansas limited liability company with a principal place of business at 2265 S Upland Hills St., Wichita, KS 67235. Aaron Dunne is the registered agent with the same address. Defendant Smoke Stax LLC may be served with process at this address.
6. 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.
7. Jurisdiction and venue are appropriate in District Court of Sedgwick County, Kansas, pursuant to K.S.A. 50-638(a) and (b), respectively.
8. 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

9. Defendants have acted as “suppliers” in Kansas, as that term is defined by K.S.A.

50-624(l).

10. Defendants have engaged in “consumer transactions” in Kansas, as that term is defined by K.S.A. 50-624(c).

11. Defendants have engaged in consumer transactions with “consumers,” as that term is defined in K.S.A. 50-624(b).

12. Plaintiff alleges that, were this matter to be litigated, the following could be proven:

That Defendants knowingly or with reason to know solicited or entered into consumer transactions and represented to consumers that he property and services were of a particular standard, quality, grade, style or model when the merchandise offered for sale was counterfeit and not genuine branded merchandise as presented, in violation of K.S.A. 50-626(b)(1)(D).

13. Pursuant to K.S.A. 50-632(b), this Consent Judgment is not an admission by Defendants of a violation of the Kansas Consumer Protection Act. Notwithstanding, Defendants agree to this Consent Judgment without trial or adjudication of any issue of fact or law and solely for the purpose of settlement. Defendants deny the allegations but agree to the Consent Judgment because it is in their financial interest given the cost of defending the allegations.

INJUNCTIVE RELIEF

14. 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.*

15. 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.

16. 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.

17. 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.

MONETARY RELIEF

18. Defendants agree to pay the Office of the Kansas Attorney General \$5,000 in civil penalties and \$1,687.50 in investigative fees and expenses, 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:

Sarah M. Dietz, Assistant Attorney General, CP-19-002656
Office of the Kansas Attorney General
120 SW 10th Ave., 2nd Floor
Topeka, Kansas 66612

19. Payment shall be made over the course of twenty-seven (27) months, in the amount of \$250 per month for twenty-six (26) months, with a final payment of \$187.50 on the twenty-seventh (27th) month. Payment shall begin on the 1st of November, 2020 and on or before the 1st of each month following up until payment has been made in full.

20. 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.

21. In the event that Defendant fails to make any payments in accordance with paragraph 19 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

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 represents and warranties 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 the 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 their 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 the 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 Defendants in favor of Plaintiff in the amount of \$5,000.00 in civil penalties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendants in favor of Plaintiff in the amount of \$1,687.50 in investigative fees.

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 SHOWN ON THE ELECTRONIC FILE STAMP.

Respectfully submitted,

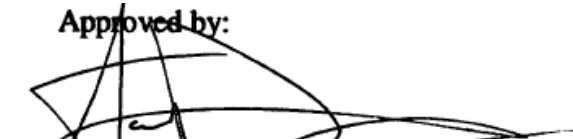
/s/ Derek Schmidt

DEREK SCHMIDT, #17781
KANSAS ATTORNEY GENERAL

/s/ Sarah M. Dietz

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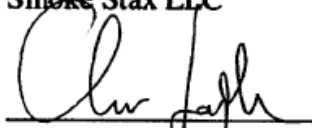
Approved by:



Aaron Dunne, an individual



**Aaron Dunne, on behalf of
Smoke Stax LLC**



**Christopher Joseph, #19778
Attorney for Defendants**