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CLERK OF THE WYANDOTTE COUNTY DISTRICT COURT
CASE NUMBER: 2020-CV-000457



Court: Wyandotte County District Court
Case Number: 2020-CV-000457
Case Title: State of Kansas ex rel vs. Estanya Tenhue, et al.
Type: Journal Entry of Consent Judgment as to Defendant Estanya Tenhue

SO ORDERED.

A handwritten signature in black ink, appearing to be 'C. Alvey', written in a cursive style.

/s/ Honorable Constance M. Alvey, District Court
Judge

Sarah M. Dietz, #27457
 Assistant Attorney General
 Office of the Attorney General
 Consumer Protection Division
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IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS

STATE OF KANSAS, <i>ex rel.</i>)	
Derek Schmidt, Attorney General,)	
)	
Plaintiff,)	
v.)	
)	
ESTANYA TENHUE, an individual)	Case No. 2020-CV-000457
)	
and)	
)	
AMERICA FOR HUMANITY INC.)	
dba BARGAIN HUNTERS;)	
)	
Defendants.)	
)	

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

JOURNAL ENTRY OF CONSENT JUDGMENT

AS TO DEFENDANT ESTANYA TENHUE

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. The Defendant Estanya Tenhue appears by and through her attorney, Mark Beam-Ward.

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 Estanya Tenhue, is an individual with a residential address in Kansas City, Kansas 66102. She may be served with process at this address.
4. Defendant Tenhue is the sole owner and operator and exercises exclusive control over the day-to-day operations of Bargain Hunters, the business located at 4301 State Ave. Suite B, Kansas City, Kansas 66102.
5. Defendant America for Humanity Inc. is an organization previously registered at 2021 Oakland, Kansas City, Kansas 66102, which was forfeited in 2016 for failing to timely file. America for Humanity, Inc. is therefore no longer in existence, has not appeared in this litigation, and is not a party to this Journal Entry of Consent Judgment.
6. All references to the Defendant Tenhue 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 Wyandotte 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. Defendant Tenhue has acted as a “supplier” in Kansas, as that term is defined by K.S.A. 50-624(l).

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

11. Defendant Tenhue has 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 Defendant Tenhue knowingly or with reason to know solicited or entered into consumer transactions and represented to consumers that the 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. Defendant Tenhue alleges that, were this matter to be litigated, the following could be proven:

That Defendant Tenhue did not knowingly or with reason to know solicited or entered into consumer transactions and represented to consumers that the 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).

14. Pursuant to K.S.A. 50-632(b), this Consent Judgment is not an admission by Defendant Tenhue of a violation of the Kansas Consumer Protection Act. Notwithstanding, Defendant Tenhue agrees to this Consent Judgment without trial or adjudication of any issue of fact or law and solely for the purpose of settlement.

INJUNCTIVE RELIEF

15. Defendant Tenhue 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.*

16. Defendant America for Humanity, Inc. currently has active licenses and registrations with Kansas Department of Revenue. Defendant Tenhue is actively cancelling all licenses and registrations listed in the name of America for Humanity, Inc. and has reapplied for the licenses in her name. Defendant Tenhue has sixty (60) days from the entry of judgment to cancel all licenses and registrations listed under America for Humanity, Inc.

17. Defendant Tenhue agrees to cease and desist utilizing America for Humanity Inc. in any business filings.

18. Defendant Tenhue agrees to refrain from utilizing any corporation or limited liability company name unless or until the company is properly registered with the Kansas Secretary of State.

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

20. Defendant Tenhue 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.

21. Defendant Tenhue 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

22. Defendant Tenhue agrees to pay the Office of the Kansas Attorney General \$3,300 in

civil penalties and \$1,200 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-20-000035
Office of the Kansas Attorney General
120 SW 10th Ave., 2nd Floor
Topeka, Kansas 66612

23. Payment shall be made over the course of eighteen (18) months and shall commence on the 1st of June and on or before the 1st of each month following up until payment has been made in full. Payments shall be in the amount of \$250 per month.

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

25. In the event that Defendant Tenhue fails to make any payments in accordance with paragraph 23 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

26. 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.

27. 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.

28. Compliance with this Consent Judgment does not relieve Defendant Tenhue 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.

29. The parties understand that this Consent Judgment shall not be construed as an approval of or sanction by the attorney general of the Defendant Tenhue's business practices, nor shall Defendant Tenhue 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 Tenhue, 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.

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

31. Defendant Tenhue hereby represents and warrants that Defendant Tenhue 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 Tenhue under this Consent Judgment and the consequences of breach hereunder. Defendant Tenhue represents that she has read the Consent Judgment and knows and understands the contents thereof. Defendant Tenhue further represents and warrants that Defendant Tenhue is signing this Consent Judgment as the result of her own free act, and that Defendant Tenhue 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 Defendant Tenhue immediately becomes a judgment upon filing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendant Tenhue in favor of Plaintiff in the amount of \$3,300.00 in civil penalties.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendant Tenhue in favor of Plaintiff in the amount of \$1,200 in investigative fees.

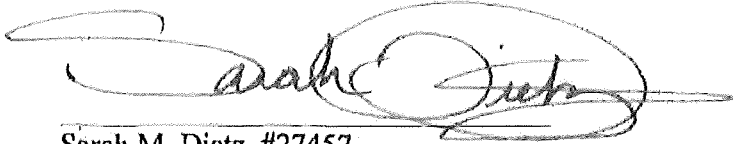
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, the provisions of K.S.A. 50-632(b), the court hereby approves the terms of the Consent Judgment and adopts the same as the Order of the Court.

IT IS SO ORDERED.

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

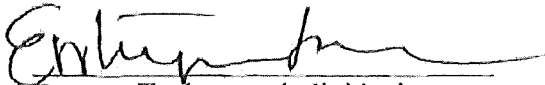
Respectfully submitted,

/s/ Derek Schmidt
DEREK SCHMIDT, #17781
KANSAS ATTORNEY GENERAL

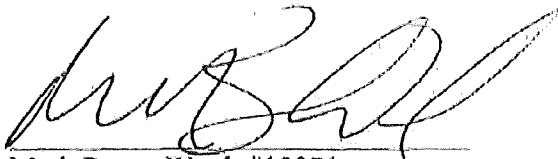


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Approved by:



Estanya Tenhue, an individual



Mark Beam-Ward, #10071
Attorney for Defendants