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CLERK OF THE FRANKLIN COUNTY DISTRICT COURT  
CASE NUMBER: 2020-CV-000062



**Court:** Franklin County District Court  
**Case Number:** 2020-CV-000062  
**Case Title:** State of Kansas, ex rel Derek Schmidt Atty General  
vs. Vineeth Kanti, et al.  
**Type:** Journal Entry of Consent Judgment

SO ORDERED.

A handwritten signature in cursive script, appearing to read "Eric Godderz".

/s/ Honorable Eric Godderz, District Court Judge

Sarah M. Dietz, #27457  
Assistant Attorney General  
Office of the Attorney General  
Consumer Protection Division  
120 SW 10th Ave., 2nd Floor  
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**IN THE DISTRICT COURT OF FRANKLIN COUNTY, KANSAS**

<b>STATE OF KANSAS, <i>ex rel.</i></b>	)	
<b>Derek Schmidt, Attorney General,</b>	)	
	)	
<b>Plaintiff,</b>	)	
<b>v.</b>	)	
	)	
<b>VINEETH KANTI, an individual</b>	)	<b>Case No. 2020-CV-62</b>
<b>and</b>	)	
<b>GAYATRI KANTI, an individual</b>	)	
<b>and</b>	)	
<b>MORANI, INC;</b>	)	
<b>dba Logan 66</b>	)	
<b>Defendants.</b>	)	
<hr/>		
<b>(Pursuant to K.S.A. Chapter 60)</b>		

**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.

**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.*

Defendants Gayatri Kanti and Vineeth Kanti, are individuals with a residential address located in Overland Park, Kansas. They may be served with process at this address.

3. Defendant Gayatri Kanti is the sole owner and operator of Defendant Morani, Inc.

4. Defendant Vineeth Kanti is the manager and exercises control over the day-to-day operations of Defendant Morani, Inc.

5. Defendant Morani, Inc. is a retail business and a Kansas corporation with a principal place of business at 304 E. Logan Street, Ottawa, Kansas 66067. Gayatri Kanti is the registered agent with the same address. Defendant Morani, Inc. may be served with process at this address.

6. All references to the Defendant 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 Franklin 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(1).

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 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. 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.

#### **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 \$7500 in civil penalties and \$2,156.25 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-19-002646  
Office of the Kansas Attorney General  
120 SW 10th Ave., 2nd Floor  
Topeka, Kansas 66612

#### **OTHER PROVISIONS**

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 \$7,500.00 in civil penalties.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment is entered against Defendants in favor of Plaintiff in the amount of \$2,156.25 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

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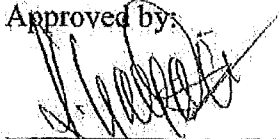
DEREK SCHMIDT, #17781  
KANSAS ATTORNEY GENERAL

/s/ Sarah M. Dietz

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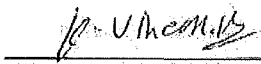
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Approved by:



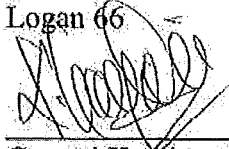
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Gayatri Kanti, Owner and Operator of  
Morani, Inc.  
dba  
Logan 66



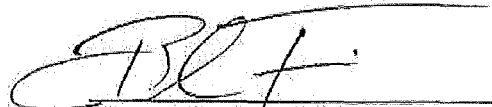
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Vineeth Kanti, Manager of  
Morani, Inc.  
dba  
Logan 66



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Gayatri Kanti, on behalf of  
Morani, Inc.  
dba Logan 66



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Blaine Finch, #20968  
Attorney for Defendants