



**Court:** Leavenworth County District Court  
**Case Number:** 2014-CV-000118  
**Case Title:** State of Kansas, Attorney General vs. Thomas C Stolte  
**Type:** JOURNAL ENTRY OF CONSENT JUDGMENT

SO ORDERED.

A handwritten signature in black ink, appearing to read "David J. King".

/s/ Honorable David J. King, District Court Judge

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**IN THE DISTRICT COURT OF LEAVENWORTH COUNTY, KANSAS**

**STATE OF KANSAS, *ex rel.*** )  
**DEREK SCHMIDT, Attorney General,** )  
 )  
**Plaintiff,** )  
 )  
**v.** )  
 )  
**THOMAS C. STOLTE, an individual** )  
**a/k/a TOM STOLTE,** )  
**d/b/a ODD BALL DECALS** )  
 )  
**Defendant.** )  
 )

**Case No. 2014-CV-000118**

\_\_\_\_\_  
**(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 Robert Reynolds, Assistant Attorney General. Defendant Thomas C. Stolte d/b/a Odd Ball Decals (“Defendant”) appears pro se.

**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 Thomas C. Stolte d/b/a Odd Ball Decals has a residential address of 700 Cherokee Street, Oskaloosa, Kansas 66066.

4. Defendant's last known principal place of business is 26550 227<sup>th</sup> Street, McLouth, Kansas 66054.

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

### **ALLEGATIONS**

6. The Defendant has acted as a "supplier" in Kansas, as that term is defined by K.S.A. § 50-624(1).

7. 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 Defendant engaged in acts and practices in violation of the Kansas Consumer Protection Act, K.S.A. § 50-623 *et seq.*, which acts and practices include, but are not limited to:

a. The Defendant induced consumers to enter into excessively one-sided consumer transactions in favor of the supplier. K.S.A. 50-627(b)(5).

b. The Defendant made, or caused to be made, consumer transactions in which the consumers were unable to receive a material benefit from the subject of the transaction. K.S.A. 50-627(b)(3).

9. The parties voluntarily agree to this Consent Judgment without trial or adjudication of

any issue of fact or law as a compromise settlement of all issues raised herein. It is further understood that compliance with this judgment is not an admission of guilt by Respondent.

### **INJUNCTIVE RELIEF**

10. The Defendant agrees to refrain, and to be permanently enjoined, from conducting consumer transactions in the State of Kansas. K.S.A. § 50-623 *et seq.*

11. The Defendant agrees to permanently shut down the web address:  
<http://moac1.tripod.com/oddballs3.htm> within ten (10) days after entry of this Judgment.

12. The Defendant shall not cause or encourage third parties, nor knowingly permit third parties acting on his behalf, to engage in practices prohibited by this Consent Judgment.

13. 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.

14. 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.

15. Defendant agrees that engaging in consumer transactions after the date of this consent judgment, shall constitute a violation of this order and civil penalties will be imposed for each violation.

### **MONETARY RELIEF**

16. The Defendant is liable for and agrees to pay consumer restitution in the amount of

\$100.29 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 dispersed to affected consumers named in the petition, mailed to:

Robert Reynolds, Assistant Attorney General  
Office of the Kansas Attorney General  
120 SW 10th Ave., 2nd Floor  
Topeka, Kansas 66612

17. Payment of the consumer restitution is due upon entry of judgment.

18. Failure by Defendant to make payment shall constitute violation of the consent judgment and subject Defendant to contempt penalties.

#### **SUSPENDED MONETARY JUDGMENT**

19. Judgment is hereby entered in favor of plaintiff and against Defendant in the amount of \$10,000.00 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.

20. Judgment is hereby entered in favor of plaintiff and against Defendant in the amount of \$5,000.00 for the payment of investigative fees 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 as the Defendant has not violated any provision of this Consent Judgment.

24. The Defendant agrees that pursuant to 11 U.S.C. § 523(a)(2)(A) and § 523(a)(7), and due to the nature of the conduct underlying this settlement, any unpaid penalties and/or fees shall not be dischargeable in any bankruptcy proceeding commenced after the entry of this Consent Judgment.

## **OTHER PROVISIONS**

25. 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.

26. 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.

27. 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 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.

28. 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 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.

29. 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.

30. The Defendant hereby represent and warrant 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 the Defendant under this Consent Judgment and the consequences of breach hereunder. The Defendant represents that he has read the Consent Judgment and knows and understands the contents thereof. The Defendant further represents and warrants that he is signing this Consent Judgment as the result of his own free act, and that the 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 the Defendant be permanently enjoined from engaging in consumer transactions in the State of Kansas. K.S.A. § 50-623 *et seq.*

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Defendant is ordered to permanently shut down the web address: <http://moac1.tripod.com/oddballs3.htm> within ten (10) days after entry of this Judgment.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment is

entered against the Defendant in favor of Plaintiff in the amount of \$100.29 for consumer restitution.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment is entered against the Defendant in favor of Plaintiff in the amount of \$10,000.00 for civil penalties, but as provided above this amount is suspended per the terms of this Judgment.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment is entered against the Defendant in favor of Plaintiff in the amount of \$5,000.00 for investigative fees, but as provided above this amount is suspended per the terms of this Judgment.

**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,



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Approved by:

Thomas C. Stolte

Thomas Stolte, an individual  
a/k/a Tom Stolte  
d/b/a Odd Ball Decals