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FILED BY CLERK  
K.S. DISTRICT COURT  
THIRD JUDICIAL DIST.  
TOPEKA, KS.

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IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS  
Division 6

STATE OF KANSAS, *ex rel.*  
PHILL KLINE, Attorney General,  
  
Plaintiff,

v.

CINGULAR WIRELESS LLC  
  
Defendant

Case No. 06-C-31

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 12 day of Jan, 2006 Plaintiff's Journal Entry of Consent Judgment comes before the Court pursuant to K.S.A. 50-623(b). Plaintiff, the State of Kansas, *ex rel.* Phill Kline, Attorney General, appears by and through Joseph N. Molina, Assistant Attorney General. Defendant Cingular Wireless LCC appears pro se.

Whereupon, the parties advise the Court that they have stipulated and agreed to the following matters:

1. Phill Kline is the Attorney General of 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, K.S.A. 50-623 *et seq.*

3. Defendant Cingular Wireless has a principal place of business located at Glenridge Highlands Two, 5565 Glendridge Connector, Atlanta, Georgia 30342.

4. The Court has subject matter and personal jurisdiction over this case pursuant to the Kansas Consumer Protection Act, K.S.A. 50-623, *et seq.*

5. Venue is proper in the Third Judicial District of Kansas (Shawnee County) pursuant to K.S.A. 50-638(b).

6. The Plaintiff alleges Defendant Cingular Wireless engaged in an unconscionable act in violation of the Kansas Consumer Protection Act, specifically K.S.A. 50-627:

Defendant Cingular Wireless engaged in unconscionable acts by sending to a collection agency for purposes of collection the accounts of Kansas consumers Richard Butterfield and Tim Hund when said accounts were previously settled with the consumers and Cingular Wireless.

7. Defendant Cingular Wireless voluntarily agrees to this Consent Judgment without trial or adjudication of any issue of fact or law.

8. Defendant Cingular Wireless agrees to refrain from and to be permanently enjoined from engaging in those acts and practices alleged to be unlawful and unconscionable in Paragraph Six (6) of this Consent Judgment with regard to consumers Butterfield and Hund. Defendant Cingular Wireless agrees that engaging in such acts or similar acts, after the date of this Consent Judgment, shall constitute a violation of this Order and civil penalties will be imposed for each subsequent violation.

9. The provisions of this Consent Judgment will be applicable to Defendant Cingular Wireless, and every employee, agent or representative of Defendant.

10. Defendant Cingular Wireless agrees to make available and/or disclose the provisions of this Consent Judgment to its applicable employees, agents and representatives within five days of signing the Consent Judgment.

11. Defendant Cingular Wireless 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 of this Consent Judgment.

12. Defendant Cingular Wireless agrees to pay \$5,000.00 in civil penalties and investigative fees to the Office of the Attorney General of the State of Kansas. Payment shall be made by check, payable to the Office of the Attorney General, and shall be delivered to the Attorney General of the State of Kansas within thirty (30) days of this Court's approval of this Consent Judgment.

13. 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.

14. 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.

15. Compliance with this Consent Judgment does not relieve Defendant Cingular Wireless of any obligation imposed by applicable federal, state, or local law, nor shall the Attorney General be precluded from taking appropriate legal action to enforce civil or criminal statutes under his jurisdiction.

16. The parties understand that this Consent Judgment shall not be construed as an approval of or sanction by the Kansas Attorney General of the business practices of Defendant Cingular Wireless nor shall Defendant represent the decree of such 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.

**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 Cingular Wireless immediately become a judgment upon filing.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment is entered against Defendant Cingular Wireless in favor of Plaintiff in the amount of \$5,000.00.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant Cingular Wireless pay all costs associated with this action.

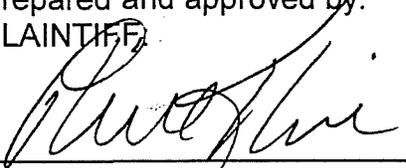
**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. 50-632(b), the Court hereby

approves the terms of the Consent Judgment and adopts the same as the order of the Court.

IT IS SO ORDERED.

LS  
JUDGE

Prepared and approved by:  
PLAINTIFF,

  
\_\_\_\_\_  
Phill Kline, #13249  
Attorney General

  
\_\_\_\_\_  
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Attorneys for Plaintiff

② CINGULAR WIRELESS, LLC:

  
\_\_\_\_\_  
Robin Allen  
Vice President-Customer Care