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FILED
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DISTRICT COURT
RENO COUNTY KANSAS

IN THE DISTRICT COURT OF RENO COUNTY, KANSAS

STATE OF KANSAS, ex. rel.)
PHILL KLINE, Attorney General)
)
Plaintiff)
)
v.)
)
LUCAS C. BISHOP, individually, and)
NCA Corporation)
)
Defendants)
)
)
)

Case No. 04CV713
Division _____

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 25 day of ~~September~~^{January, 2004}, 2005, Plaintiff's Journal Entry of Consent Judgment comes before the Court pursuant to K.S.A. 50-623(b). Plaintiff, State of Kansas, *ex rel.* Phill Kline, Attorney General, appears by and through Joseph N. Molina, Assistant Attorney General. Defendants Lucas C. Bishop and NCA Corporation appear by and through Gregory D. Bell.

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

1. Phill Kline is the duly elected, qualified, 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 laws of the State of Kansas, specifically the Kansas Consumer Protection Act, K.S.A. 50-623, *et seq.*

3. Defendant NCA Corporation was a corporation organized under the laws of the state of Kansas. Corporation status was forfeited on July 15, 2003. The principal office of Defendant NCA Corporation is located at 1122 E. 4th, Hutchinson, Kansas 67501. Defendant NCA Corporation may be served with service of process at this address.
4. Upon information and belief, Defendant NCA Corporation has been engaged in the business of debt collection.
5. Defendant Lucas C. Bishop is an individual who resides at 109 Carlton, Hutchinson, Kansas 67501. Defendant Bishop may be served with service of process at this address.
6. Upon information and belief, Defendant Bishop has at all times relevant and hereto been engaged as the owner and operator of Defendant NCA Corporation.
7. 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.*
8. Venue is proper in the Twenty-Seventh Judicial District of Kansas (Reno County) pursuant to K.S.A. 50-638(b).
9. The Plaintiff alleges Defendants engaged in the following unconscionable acts and practices in violation of the Kansas Consumer Protection Act, specifically K.S.A. 50-626 and K.S.A. 50-627:
 - a. That on or about June 25, 2004, Defendants sent or caused to be sent a dunning letter to Don L. Stockton that identified the company as "NCA Corporation" when Defendant NCA Corporation's corporation status was forfeited on July 15, 2003. Such misrepresentation is a deceptive act in violation of K.S.A. 50-626(b)(1)(B).
 - b. That on or about July 6, 2004, Defendants sent or caused to be sent a dunning letter to Don L. Stockton that identified the company as "NCA Corporation" when Defendant NCA Corporation's corporation status was forfeited on July 15, 2003. Such misrepresentation is a deceptive act in violation of K.S.A. 50-626(b)(1)(B).
 - c. That on or about July 13, 2004, Defendants sent or caused to be sent a dunning letter to Don L. Stockton that identified the company as "NCA Corporation" when Defendant NCA Corporation's corporation status was forfeited on July 15,

2003. Such misrepresentation is a deceptive act in violation of K.S.A. 50-626(b)(1)(B).

- d. That on or about July 26, 2004, Defendants sent or caused to be sent a dunning letter to Don L. Stockton that identified the company as "NCA Corporation" when Defendant NCA Corporation's corporation status was forfeited on July 15, 2003. Such misrepresentation is a deceptive act in violation of K.S.A. 50-626(b)(1)(B).
 - e. That on or about September 13, 2004, Defendants sent or caused to be sent a dunning letter to Don L. Stockton that identified the company as "NCA Corporation" when Defendant NCA Corporation's corporation status was forfeited on July 15, 2003. Such misrepresentation is a deceptive act in violation of K.S.A. 50-626(b)(1)(B).
 - f. That on or about July 13, 2004, Defendants sent or caused to be sent a dunning letter to Tiffany Howard that identified the company as "NCA Corporation" when Defendant NCA Corporation's corporation status was forfeited on July 15, 2003. Such misrepresentation is a deceptive act in violation of K.S.A. 50-626(b)(1)(B).
 - g. That on or about September 13, 2004, Defendants sent or caused to be sent a dunning letter to Tiffany Howard that identified the company as "NCA Corporation" when Defendant NCA Corporation's corporation status was forfeited on July 15, 2003. Such misrepresentation is a deceptive act in violation of K.S.A. 50-626(b)(1)(B).
 - h. That on or about October 13, 2004, Defendants sent or caused to be sent a dunning letter to Tiffany Howard that identified the company as "NCA Corporation" when Defendant NCA Corporation's corporation status was forfeited on July 15, 2003. Such misrepresentation is a deceptive act in violation of K.S.A. 50-626(b)(1)(B).
10. Defendants voluntarily agree to this Consent Judgment without trial or adjudication of any issue of fact or law.
11. Defendants agree to refrain from and to be permanently enjoined from engaging in those acts and practices alleged to be unconscionable in Paragraph Nine (9) of this Consent Judgment. Defendants agree 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.

12. The provisions of this Consent Judgment will be applicable to Defendants and every employee, agent or representative of Defendants.
13. Defendants agree to make available and/or disclose the provisions of this Consent Judgment to its employees, agents and representatives within five (5) days of signing the Consent Judgment.
14. Defendants agree 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.
15. Defendants agree to pay \$1,000.00 in civil penalties and investigative fees to the "Office of the Attorney General" of the State of Kansas. Payment shall be made by cashier's check, payable to the Office of the Attorney General, and shall be delivered to the Attorney General of the State of Kansas at the time of Defendants signing this Consent Judgment.
16. Effective at the time of Defendants signing this Consent Judgment, Defendants agree to refrain from and to be permanently enjoined from engaging in any and all debt collection practices in the State of Kansas as those practices pertain to the collection of debts for third parties.
17. 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.
18. 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.
19. Compliance with this Consent Judgment does not relieve Defendants 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.
20. The parties understand that this Consent Judgment shall not be construed as an approval of or sanction by the Attorney General of the business practices of Defendants nor shall Defendants represent the decree as such

an 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 Defendants immediately becomes a judgment upon filing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants pay all costs associated with this action.

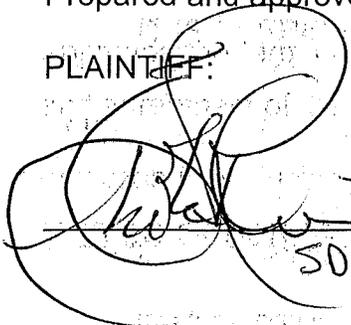
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. 50-632(b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the order of the Court.

IT IS SO ORDERED

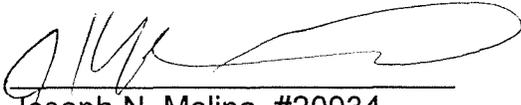

DISTRICT COURT JUDGE

Prepared and approved by:

PLAINTIFF:


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SDAG

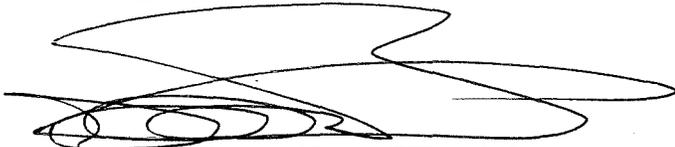
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