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

2006 JUL 14 AM 9 49

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS  
Division 6

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

Case No. 06C1025

v.

AUTOMOTIVE FINANCIAL  
CONSULTANTS, INC.  
  
Defendant

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

**JOURNAL ENTRY OF CONSENT JUDGMENT**

NOW on this 28<sup>TH</sup> day of JUNE, 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 Bryan J. Brown, Deputy Attorney General. Defendant Automotive Financial Consultants, Inc. appears by and through JOHN P. O'DONNELL

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 Automotive Financial Consultants, Inc. is a Missouri corporation with a principal place of business located at 1395 Jungerman Road, Suite C, St. Peters, Missouri 63376.
4. Defendant Automotive Financial Consultants, Inc. can be served with process through its registered agent, John P. O'Donnell, 1395 Jungerman Road, Suite C, St. Peters, Missouri 63376.
5. All references to Defendant herein includes acts individually, in concert, or by or through employees, agents, representatives, affiliates, assignees and successors.
6. 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.*
7. Venue is proper in the Seventh Judicial District of Kansas (Douglas County) pursuant to K.S.A. 50-638(b).
8. The Plaintiff alleges Defendant engaged in the following deceptive acts or practices in violation of the Kansas Consumer Protection Act, specifically K.S.A. 50-626:

(A) Defendant sent or caused to be sent a solicitation to Kansas consumer Dorothy Martin (attached as Exhibit A) that represented Defendant had a status, affiliation or connection with Ms. Martin as a "valued customer" that it did not enjoy, a deceptive act in violation of K.S.A. 50-626(b)(1)(B);

(B) Defendant sent or caused to be sent a solicitation to Ms. Martin (attached as Exhibit A) that willfully misrepresented that Defendant had unique records regarding Ms. Martin when in fact Defendant did not have any records specific to Ms. Martin's vehicle warranty status, a deceptive act in violation of K.S.A. 50-626(a); and

(C) Defendant sent or caused to be sent a solicitation to Ms. Martin (attached as Exhibit A) that implied said solicitation was from the warranty department regarding Ms. Martin's existing warranty arrangement and was her final opportunity to extend her warranty coverage, when in truth and in fact, the solicitation was not related to her existing warranty agreement but was a solicitation by Defendant for Ms. Martin to enter into a subsequent consumer transaction a deceptive act in violation of K.S.A. 50-626.

9. Defendant voluntarily agrees to this Consent Judgment without trial or adjudication of any issue of fact or law.
10. Defendant agrees to refrain from and to be permanently enjoined from engaging in those acts and practices alleged to be unlawful and unconscionable in Paragraph Eight (8) of this Consent Judgment.
11. Defendant 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.
12. The provisions of this Consent Judgment will be applicable to Defendant and every employee, agent or representative of Defendant.
13. Defendant agrees to make available and/or disclose the provisions of this Consent Judgment to its employees, agents and representatives within five days of signing the Consent Judgment.
14. Defendant 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.
15. Defendant agrees to pay \$10,000.00 in civil penalties and investigative fees to the Office of the Attorney General of the State of Kansas. Payment shall

be made by check(s), 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 Defendant's signing this Consent Judgment.

16. 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.
17. 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.
18. Compliance with this Consent Judgment does not relieve Defendant Automotive Financial Consultants, Inc. 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.
19. 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 nor shall Defendant represent the degree 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 Automotive Financial Consultants, Inc. immediately become a judgment upon filing.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment is entered against Defendant Automotive Financial Consultants, Inc. in favor of Plaintiff in the amount of \$10,000.00.

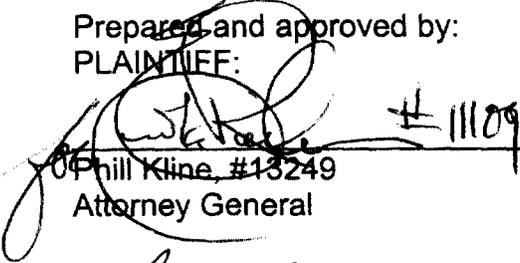
**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant Automotive Financial Consultants, Inc. pay all costs associated with this action.

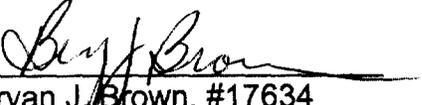
**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. 50-632(b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the order of the Court.

IT IS SO ORDERED.

  
\_\_\_\_\_  
JUDGE

Prepared and approved by:  
PLAINTIFF:

  
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Phillip Kline, #13249  
Attorney General

  
\_\_\_\_\_  
Bryan J. Brown, #17634  
Deputy Attorney General  
120 SW 10<sup>th</sup> Ave., 2<sup>nd</sup> Floor  
Topeka, Kansas 66612-1597

Attorneys for Plaintiff

DEFENDANT:

J.P. DONNELL V.P.

JOHN P. DONNELL

V.P. AUTOMOTIVE FINANCIAL CONSULTANTS, INC.