

Emilie Burdette Rush, #22094
Assistant Attorney General
Office of the Attorney General
Consumer Protection Division
120 SW 10th Ave., 2nd Floor
Topeka, Kansas 66612-1597
(785) 296-3751

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

2006 JUL 14 PM 2 17

**IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS
Division 9**

STATE OF KANSAS, *ex rel.*)
PHILL KLINE, Attorney General,)
)
Plaintiff,)
)
v.)
)
THE MANDATORY POSTER AGENCY,)
INC. d/b/a THE KANSAS LABOR LAW)
POSTER SERVICE)
)
Defendant)
)

Case No. 06 C 869

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 13th day of July, 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 The Mandatory Poster Agency, Inc. d/b/a The Kansas Labor Law Poster Service appears by and through _____.

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 The Mandatory Poster Agency, Inc. d/b/a The Kansas Labor Law Poster Service (hereinafter "Defendant The Mandatory Poster Agency") is a Michigan corporation with a principal place of business located at 422 Elmwood, Suite 14, Lansing, Michigan 48917.
4. All references to Defendant herein includes acts individually, in concert, or by or through employees, agents, representatives, affiliates, assignees and successors.
5. 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.*
6. Venue is proper in the Third Judicial District of Kansas (Shawnee County) pursuant to K.S.A. 50-638(b).
7. The Plaintiff alleges Defendant engaged in the following act or practice in violation of the Kansas Consumer Protection Act, specifically K.S.A. 50-626(b)(12):

Defendant The Mandatory Poster Agency assumed a fictitious name ("The Kansas Labor Law Poster Service") for the conduct of business in Kansas that included the name of the state of Kansas in such a manner as to suggest that Defendant's business is located in Kansas, when Defendant does not, in fact, maintain a physical presence in the state and Defendant failed to make the necessary disclosures as required by K.S.A. 50-626(b)(12).

8. Defendant voluntarily agrees to this Consent Judgment without trial or adjudication of any issue of fact or law.
9. 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 Seven (7) of this Consent Judgment.

10. 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.
11. The provisions of this Consent Judgment will be applicable to Defendant and every employee, agent or representative of Defendant.
12. 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.
13. 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.
14. Defendant 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(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.
15. 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.

16. 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.
17. Compliance with this Consent Judgment does not relieve Defendant The Mandatory Poster Agency 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.
18. 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 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 The Mandatory Poster Agency immediately become a judgment upon filing.

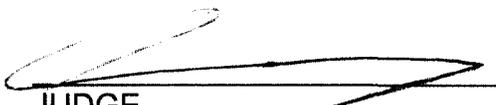
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered

against Defendant The Mandatory Poster Agency in favor of Plaintiff in the amount of \$5,000.00.

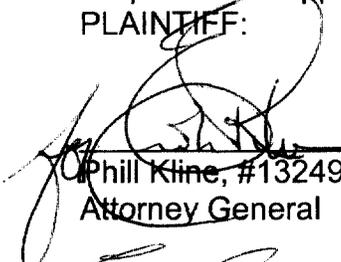
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant The Mandatory Poster Agency pay all costs associated with this action.

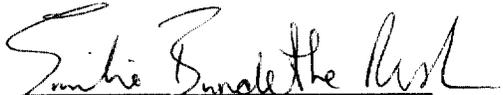
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. 50-632(b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the order of the Court.

IT IS SO ORDERED.


JUDGE

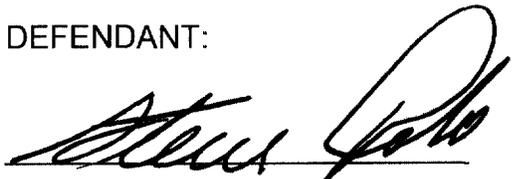
Prepared and approved by:
PLAINTIFF:


#11109
Phillip Kline, #13249
Attorney General


Emilie Burdette Rush, #22094
Assistant Attorney General
120 SW 10th Ave., 2nd Floor
Topeka, Kansas 66612-1597

Attorneys for Plaintiff

DEFENDANT:


Steven Fahn, Vice President