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FILED BY CLERK
 K.S. DISTRICT COURT
 THIRD JUDICIAL DIST.
 TOPEKA, KS.
 2006 AUG 11 AM 4:17

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS
 Division 12

STATE OF KANSAS, *ex rel.*)
 PHILL KLINE, Attorney General)
)
 Plaintiff,)
)
 v.)
)
 MAGAZINE BILLING SERVICES, INC.)
)
 Defendant.)

Case No. 06C1197

FILED BY CLERK
 KS. DISTRICT COURT
 THIRD JUDICIAL DIST.
 TOPEKA, KS.
 2006 SEP 12 P 4: 37

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 12th day of Sept., 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 Magazine Billing Services, Inc. appears by and through Gary Hutchings, in propria persona.

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 Magazine Billing Services, Inc. is a Nevada corporation with a principal place of business located at 406 Higuera Street, Ste 120, San Luis Obispo, California.
4. Defendant Magazine Billing Services, Inc. can be served through its registered agent Laughlin Associates, 2533 North Carson Street, Carson City, Nevada.
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 Magazine Billing Services, Inc. engaged in the following acts or practices in violation of the Kansas Consumer Protection Act, specifically K.S.A. 50-626:

Defendant Magazine Billing Services, Inc. sent or delivered to a Kansas consumer a solicitation for goods or services which could reasonably be interpreted or construed as a bill, invoice or statement of account due that did not contain on its face, in conspicuous and legible type in contrast by typography, layout or color with other printing on its face the required notice set forth in K.S.A. 50-626(b)(11)(A), a deceptive act or practice in violation of the Kansas Consumer Protection Act.

8. Defendant Magazine Billing Services, Inc. voluntarily agrees to this Consent Judgment without trial or adjudication of any issue of fact or law.
9. Defendant Magazine Billing Services, Inc. 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. Defendant Magazine Billing Services, Inc. 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.

10. The provisions of this Consent Judgment will be applicable to Defendant, and every employee, agent or representative of Defendant.
11. Defendant magazine Billing Services, Inc. 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.
12. Defendant Magazine Billing Services, Inc. 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.
13. Defendant magazine Billing Services, Inc. agrees to pay \$2,000.00 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.
14. Jurisdiction is retained by his 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.

15. 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.
16. Compliance with this Consent Judgment does not relieve Defendant Magazine Billing Services 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.
17. 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 Magazine Billing Services, Inc. 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 Magazine Billing Services, Inc. immediately become a judgment upon filing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendant Magazine Billing Services, Inc. in favor of Plaintiff in the amount of

\$2,000.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant Magazine Billing Services, Inc. pay all costs associated with this action.

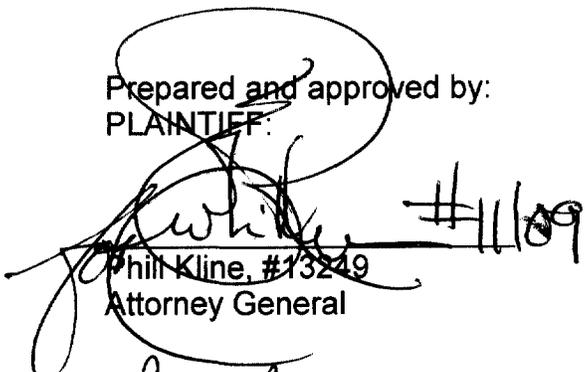
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. 50-632(b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the order of the Court.

IT IS SO ORDERED.



JUDGE

Prepared and approved by:
PLAINTIFF:

 #11109
Phil Kline, #13249
Attorney General


Bryan J. Brown, #17634
Deputy Attorney General
120 SW 10th Ave., 2nd Floor
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Attorneys for Plaintiff

DEFENDANT:

