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

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

Plaintiff,

vs.

**WILLIAM ALLEN BROCK,
d/b/a SAO Marketing Listing Service
DOB [REDACTED] 1971,
Defendant.**

Case No. 06c1741

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 28TH day of December, 2006, Plaintiff's Journal Entry of Consent Judgment comes before the Court pursuant to K.S.A. §50-632(b). Plaintiff, the State of Kansas, *ex rel.* Phill Kline, Attorney General, appears by and through Joseph N. Molina, Assistant Attorney General. Defendant 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.*, K.S.A. 50-670 (2002 Supp.) and K.S.A. 50-670a (2002 Supp.).
3. Defendant is incorporated in the state of Nevada. Defendant's primary place of business is located at The UPS Store #1656, 11152 Westheimer, Houston Texas 77042. All

references to Defendant herein includes acts individually, in concert, or by or through employees, agents, representatives, affiliates, assignees and successors.

4. Defendant is a supplier within the definition of K.S.A. 50-624(j) (K.S.A. 2003 Supp.) and engaged in consumer transactions in Kansas within the definition of K.S.A. 50-624(c) (K.S.A. 2003 Supp.).

5. At all times relevant hereto, and in the ordinary course of business, the Defendant sent and/or delivered a solicitation for an internet directory listing service via facsimile machine or computer. A copy of this faxed solicitation is attached as Exhibit "A".

6. The Court has personal and subject matter jurisdiction over the parties for the sole purpose of entering into this Consent Judgment and any subsequent enforcement thereof.

7. Defendant stipulates and waives any objection to venue in Shawnee County for the sole purpose of entering into this Consent Judgment and any subsequent enforcement thereof.

ALLEGATIONS

8. The Attorney General alleges and Defendant admits that, directly or through its third party distributors, engaged in the following acts and practices:

- a. Defendant engaged in the deceptive act of sending and/or delivering an internet directory listing service solicitation that could reasonably be interpreted as a bill, invoice or statement of account due without stating the proper notice on the solicitation.

9. The Attorney General alleges that these acts and practices described in paragraph Eight (8) herein are deceptive and unconscionable acts and practices in violation of Kansas Statutes Annotated K.S.A. 50-626(b)(11)(A-B).

INJUNCTIVE RELIEF

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

11. Defendant agrees to refrain from and to be permanently enjoined from engaging in those acts and practices alleged to be unconscionable in Paragraph Eight (8) of this Consent Judgment.

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 or this Consent Judgment.

15. Defendant further agrees to implement all notice requirements necessary to comply with K.S.A. 50-626(b)(11)(A-B), which should include the following statement:
"THIS IS A SOLICITATION FOR THE PURCHASE OF GOODS OR SERVICES AND NOT A BILL, INVOICE OR STATEMENT OF ACCOUNT DUE. YOU ARE UNDER NO OBLIGATION TO MAKE ANY PAYMENTS UNLESS YOU ACCEPT THIS OFFER".

16. Defendant also agrees to comply with the Kansas Consumer Protection Act, specifically, K.S.A. 50-6,103 *et seq.*

PENALTIES AND FEES

17. Defendant agrees to pay \$1,500.00 in civil penalties and investigative fees to the "Office of the Attorney General" of the State of Kansas. This 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 Defendant's signing this Consent Judgment.

18. The Defendant further agrees that this judgment shall not be discharged in bankruptcy pursuant to the United States Bankruptcy Code, specifically 11 U.S.C. 523(a)(2)(A) and (a)(7).

19. 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.

20. 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.

21. Compliance with this Consent Judgment does not relieve Defendant 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.

22. 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 Defendant nor shall Defendant 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 Defendant immediately become a judgment upon filing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendant in favor of Plaintiff in the amount of \$1,500.00.

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

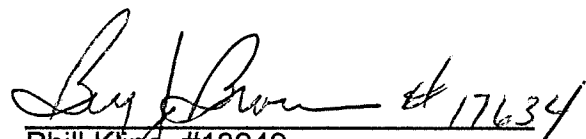
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. §50-632 (b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the order of the Court.

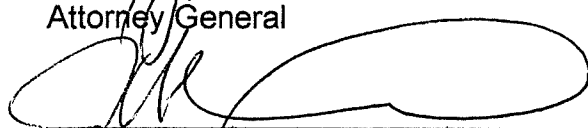
IT IS SO ORDERED


~~DISTRICT COURT JUDGE~~

Prepared and approved by:

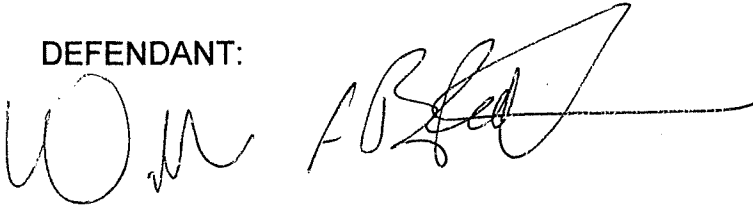
PLAINTIFF:


Phill Kline, #13249
Attorney General


Joseph N. Molina, #20934
Assistant Attorney General
120 SW 10th Ave., 2nd Floor
Topeka, Kansas 66612-1597
(785) 296-3751

Attorneys for Plaintiff

DEFENDANT:

A handwritten signature in black ink, appearing to read 'W.A. Brock', with a long horizontal line extending to the right.

WILLIAM ALLEN BROCK,
d/b/a SAO Marketing Listing Service
16727 Sierra Grande,
Houston Texas 77083.