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KANSAS ATTORNEY GENERAL

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DOUGLAS COUNTY  
DISTRICT COURT

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**IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS**  
**Division 4**

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

**Case No. 06 CV 88**

**v.**

**BRIAN BLEVINS, Individually**  
**d/b/a CENTRAL PLAINS CONSTRUCTION,**  
  
**Defendant.**


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

Journal Entry of Consent Judgment

**NOW** on this 11<sup>th</sup> day of December, 2006, comes before the Court the Journal Entry of Consent Judgment entered into between the parties, pursuant to K.S.A. 50-632(b). Plaintiff, State of Kansas, *ex rel.* Phill Kline, Attorney General, appears by and through J. Chris Pryor, Assistant Attorney General. Defendant appears by and through counsel, Aaron C. McKee. There are no other appearances.

**WHEREUPON**, the Parties advise the Court they have stipulated and agree 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 statutory

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and common law of Kansas, specifically, the Kansas Consumer Protection Act, K.S.A. 50-623, et seq.

3. Defendant Brian Blevins d/b/a Central Plains Construction ("Defendant") is an individual who, at all times relevant herein, was acting in the capacity of a supplier, as defined by K.S.A. 50-624(j). The nature of Defendant's business is selling and soliciting consumers to enter into contracts to permit the Defendant to perform home remodeling and construction services to consumer residences.

4. At all times relevant hereto, and in the ordinary course of business, Defendant engaged in consumer transactions as defined by K.S.A. 50-624(c)

5. The Attorney General alleges that, were this matter to be litigated, the following facts could be proven:


- a) That the business Defendant operated under the name Central Plains Construction solicited and accepted contracts to perform services for repairs or remodeling of consumer residences. The habit and practice of the business was to request that consumers pay one-half down at the time of executing the contract and that all consumers identified in Plaintiff's petition did, in fact, make such payment to Defendant or the business.
- b) That the Defendant did not have the ability to provide reasonable, expectable public demand for the services and that there was no disclosure to the consumers of this limitation in violation of K.S.A. 50-626(b)(6).
- c) That the Defendant represented knowingly or with reason to know that services would be provided in a shorter time frame than was reasonably possible for the business in violation of K.S.A. 50-626(b)(1)(B).
- d) That Defendant made willful use of exaggeration, falsehood, innuendo or ambiguity as to the uses to which the up-front payments made by the consumers to him prior to rendering services would be made, all in violation of K.S.A. 50-626(a) and/or (b)(3).
- e) That the Defendant willfully failed to disclose to consumers that the services he would perform would be in violation of certain municipal codes or ordinances, including but not limited to, failing to procure appropriate permits,

or willfully concealed, suppressed or omitted such facts, all in violation of K.S.A. 50-626(a) and/or (b)(4).

- f) That Defendant made, or caused to be made, "unsolicited consumer telephone calls", as defined by K.S.A. 50-670, without consulting the no-call list as required by K.S.A. 50-670a(b), to the residences of consumers whose telephone numbers appear on the no-call list, as prohibited by K.S.A. 50-670a(e).
- g) That the following consumers paid the amounts indicated and claim to have received no material benefit or services and are entitled to damages in the amounts indicated:
  - i) [REDACTED] - \$2,133.33;
  - ii) [REDACTED] [REDACTED] - \$2,522.66;
  - iii) [REDACTED] - -\$8,500.00;
  - iv) [REDACTED] - \$1,300.00;
  - v) [REDACTED] - \$2,780.66;
  - vi) [REDACTED] - \$10,000.00.

6. Defendant agrees to this Consent Judgment without trial or adjudication of any issue of fact or law. It is further acknowledged and agreed that the aforesaid judgment is made in compromise and settlement of disputed claims and in so making said judgment, Mr. Blevins admits no violation whatsoever, the same having always been expressly denied

7. Defendant agrees to refrain from and to be permanently enjoined from engaging in the acts and practices described in subparagraphs (b) through (f) of Paragraph Five hereof in any future consumer transactions. Further, in consideration of the parties settling this matter, Defendant agrees to be enjoined from accepting or soliciting payment, directly or indirectly, from any consumer for any services or materials of any kind (and not just limited to remodeling or construction contracts or services) wherein such monies are

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paid to Defendant prior to Defendant fully completing all services of any underlying contract.

8. The injunction described in Paragraph Seven shall not apply to consumer transactions where the consumer agrees to directly purchase any and all materials necessary for the performance of services by the Defendant and such materials are delivered directly to the job site where such services are to be performed by Defendant, provided that Defendant does not accept or demand payment for such services until the same have been completed.

9. The injunction described in Paragraph Seven shall not apply to those situations in which Defendant is a mere employee of another established business in which he maintains no ownership interest or operational control, either direct or indirect, and where other persons employed in positions similar to that of Defendant are engaged in conduct that might otherwise be within the scope of the injunction herein agreed to on behalf of the business.

10. The injunction described in Paragraph Seven shall be effective until all monies owing on any judgment entered as part of this consent judgment shall be paid in full, or for a period of ten (10) years from the date of entry of judgment, whichever shall first occur.

11. Defendant agrees that engaging in acts or similar acts to those described in Paragraphs Five hereof, or failing to adhere to the restrictions on accepting payment for services or materials as described in Paragraph Seven, shall constitute a violation of this order.

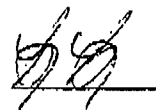
12. In consideration of the parties settling this case, Plaintiff has waived all civil penalties, investigative fees, attorneys' fees, pre-judgment interest and post-judgment interest and none are awarded by the Court. Defendant consents to judgment in the amount of \$27,236.65 as consumer damages, such amount being the sum of the consumer damages alleged in Paragraph 5(g), and Defendant consents that any payments on such judgment may be applied so as to satisfy each consumer claim.

13. Defendant shall make each payment on this judgment directly payable to the Kansas Attorney General's Office and deliver or mail such payment to:

Kansas Attorney General's Office  
Consumer Protection Division  
Attn: Deputy Attorney General  
120 SW 10<sup>th</sup> Avenue  
Topeka, KS 66612

All such payments shall include the case number on the payment to permit the Attorney General to properly credit the same.

14. Plaintiff will not assign any portion of the judgment to any individual consumer identified herein so long as not less than ten-percent (10%) of the original judgment amount is paid by Defendant within twelve months of the entry of judgment. Plaintiff will continue to refrain from any such assignment so long as additional payments of not less than ten-percent (10%) of the original judgment amount is paid by Defendant within each succeeding twelve-month period thereafter, until paid in full. If, however, Defendant violates this paragraph of this judgment, the Kansas Attorney General's Office will make a written demand upon Defendant delivered by certified mail which gives Defendant thirty (30) days to comply before assigning any portion of this judgment.



Such notice shall be deemed delivered when mailed to the Defendant at the following address:

Brian Blevins  
Central Plains Construction  
1951 E 1300 Road  
Lawrence, KS 66044

It shall be the responsibility of the Defendant to provide written notice to the Attorney General's Office of any change of address.

15. The provisions of this Consent Judgment will be applicable to Defendant, and every employee, agent, or representative of Defendant insofar as the prohibitions on conduct or injunctions on how to engage in consumer transactions.

16. Defendant agrees to be permanently enjoined from entering into, forming, organizing or reorganizing into any partnership, corporation, sole proprietorship or any other legal structure, where such restructuring is done for the purpose or object of avoiding compliance with the terms of this Consent Judgment.

17. Jurisdiction is retained by this Court for the purpose of enabling the Kansas Attorney General's Office or Defendant 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 or compliance herewith, and for the punishment of violations hereof.

18. If any portion, provision or part of this Consent Judgment is held to be invalid, enforceable, or void for any reason whatsoever, that portion shall be severed from the remained and shall not affect the validity or enforceability of the remaining provisions,

portions, or parts.

19. Compliance with this Consent Judgment does not relieve Defendant of any obligation imposed by applicable federal, state or local law, nor shall this Consent Judgment preclude the Attorney General from taking appropriate legal action to enforce civil or criminal statutes under his jurisdiction. Defendant further understands that nothing in this Consent Judgment shall preclude the Attorney General from taking further action against Defendant in operating this or any other program or business upon belief that the program or business is being promoted or operated in a fashion that otherwise violates the law.

20. The parties understand 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.

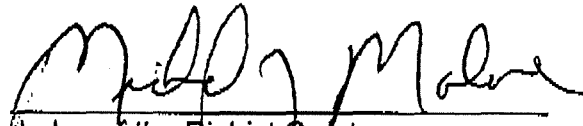
21. The parties further understand that any failure by the State of Kansas or by the Attorney General to take any action in response to any information which the Attorney General now has in his possession and believes forms the basis for a violation of any law within his jurisdiction, including criminal violations, to enforce 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 for violations that allegedly occurred after the filing of the Petition herein.

**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 shall immediately become a judgment upon filing.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment is entered against the Defendant and in favor of Plaintiff in the amount of \$27,236.65.


**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.**

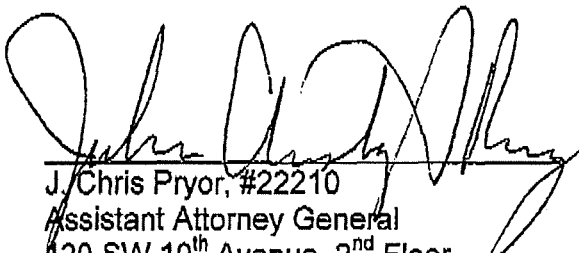
  
\_\_\_\_\_  
Judge of the District Court


**PREPARED AND APPROVED BY:**

**APPROVED BY:**

  
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Phill Kline, #13249  
Attorney General

  
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Brian Blevins  
d/b/a Central Plains Construction  
1951 East 1300 Road  
Lawrence, Kansas 66044

  
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Attorney for Defendant