

FILED BY CLERK
K.S. DISTRICT COURT
THIRD JUDICIAL DIST.
TOPEKA, KS.
2007 APR 9 AM 11 15

Joseph N. Molina, #20934
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**IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS
THIRD JUDICIAL DISTRICT**

| | | |
|---------------------------------|---|-------------------|
| STATE OF KANSAS, <i>ex rel</i> |) | |
| Paul Morrison, ATTORNEY GENERAL |) | |
| |) | |
| Plaintiff |) | |
| v. |) | Case No. 07 C 219 |
| |) | |
| IMPERIAL WARE d/b/a |) | |
| LIFE TIME, I.W.C. FINANCE INC. |) | |
| |) | |
| Defendants. |) | |
| |) | |

Pursuant to K.S.A. Chapter 60

**JOURNAL ENTRY OF CONSENT JUDGMENT WITH DEFENDANT
IMPERIAL WARE d/b/a LIFE TIME, I.W.C. FINANCE INC.**

NOW on this 9th day of April, 2007, 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.* Paul Morrison, Attorney General, appears by and through Joseph N. Molina, Assistant Attorney General. Defendant IMPERIAL WARE d/b/a LIFE TIME, I.W.C. FINANCE INC. appears *pro se*. There are no other appearances.

WHEREUPON, the parties advise the Court they have stipulated and agreed to the following matters:

1. Paul Morrison is the Attorney General of the State of Kansas.
2. The Attorney General's authority to bring this action is derived from statutory and common law of Kansas, specifically, the Kansas Consumer Protection Act, K.S.A. 50-623, *et seq*
3. Defendant IMPERIAL WARE d/b/a LIFE TIME, I.W.C. FINANCE INC. is a Limited Liability Company organized and existing under the laws of Texas, with its principal place of business at P.O. Box 2819, Sugar Land, Texas. Defendant IMPERIAL WARE d/b/a LIFE TIME, I.W.C. FINANCE INC. is a supplier as that term is defined by K.S.A. 50-624(j).
4. Defendant IMPERIAL WARE d/b/a LIFE TIME, I.W.C. FINANCE INC. engaged in consumer transactions in Kansas as defined by K.S.A. 50-624(c).
5. This Court has subject matter jurisdiction over this case under the Kansas Consumer Protection Act, K.S.A. 50-623 *et seq*. Defendant is subject to jurisdiction of the court under the Kansas Consumer Protection Act, specifically K.S.A. 50-638(a). Venue is proper in the Third Judicial District of Kansas (Shawnee County) under K.S.A. 50-638(b)
6. Defendant IMPERIAL WARE d/b/a LIFE TIME, I.W.C. FINANCE INC. stipulates that it attempted to collect for past due balance from Jorge Escalante.
7. Defendant IMPERIAL WARE d/b/a LIFE TIME, I.W.C. FINANCE INC. stipulates that in the past it contacted the Escalante's via telephone to collect the amount due on the account. Defendant denies all wrongdoings.
8. Defendant IMPERIAL WARE d/b/a LIFE TIME, I.W.C. FINANCE INC. stipulates that Regal Ware Inc. d/b/a Regal Ware Worldwide at no time asked or ordered Defendant IMPERIAL WARE d/b/a LIFE TIME, I.W.C. FINANCE INC. to cease and desist representing itself as LIFETIME.

10. Defendant IMPERIAL WARE d/b/a LIFE TIME, I.W.C. FINANCE INC. agrees to entry of judgment as follows:

- A. Not to set up any Independent contractor relationship in the State of Kansas for a period of 7 years;
- B. Not to send any sales agents or sales representatives to the State Of Kansas for the next 7 years;
- C. Not collect in any outstanding balances from customers in the State Of Kansas;
- D. Imperial Ware will honor the guaranty of the products to the customers;
- E. Imperial Ware will not have any relation to Francisco Rodriguez for the next 20 years;
- F. To pay \$1,500.00 in civil penalties to the Office of the Attorney General. And to pay \$800.00 in restitution to Jorge Escalante.

11. The provisions of this Consent Judgment will be applicable to Defendant IMPERIAL WARE d/b/a LIFE TIME, I.W.C. FINANCE INC., and every employee, agent or representative of Defendant.

12. Nothing in this Consent Judgment shall be interpreted to prevent any consumer from pursuing such remedies at law as are not inconsistent with the provisions hereof.

13. Defendant IMPERIAL WARE d/b/a LIFE TIME, I.W.C. FINANCE INC. agrees to be permanently enjoined from entering into, forming, organizing or reorganizing into any partnership, corporation, sole proprietorship or any other legal structures, where such restructuring is done for the purpose or object of avoiding compliance with the terms of this Consent Judgment.

14. 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 hereof.

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 IMPERIAL WARE d/b/a LIFE TIME, I.W.C. FINANCE 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. Defendant IMPERIAL WARE d/b/a LIFE TIME, I.W.C. FINANCE INC. further understands that nothing in this Consent Judgment shall preclude the Attorney General from taking further action against Defendant IMPERIAL WARE d/b/a LIFE TIME, I.W.C. FINANCE INC. in promoting, soliciting or selling his services or any business associated therewith upon belief that such activity is being promoted or operated in a fashion that otherwise violates the law.

17. 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.

18. Pursuant to the United States Bankruptcy Code, specifically 11 U.S.C. 523(a)(2)(A) and (a)(7), the judgment herein is not discharge able.

19. Defendant IMPERIAL WARE d/b/a LIFE TIME, I.W.C. FINANCE INC. agrees to this Consent Judgment without trial or adjudication of any issue of fact or law.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the stipulation and agreement of the parties contained herein are adopted and approved as the findings

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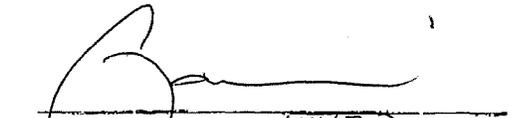
of fact and conclusions of law of the Court.

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.

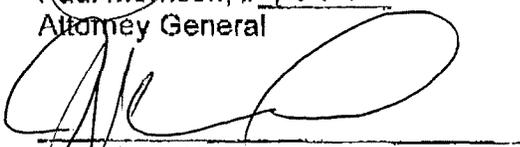
IT IS SO ORDERED.

ORIGINAL SIGNED BY DISTRICT COURT JUDGE
Judge of the District Court

PREPARED AND APPROVED BY:



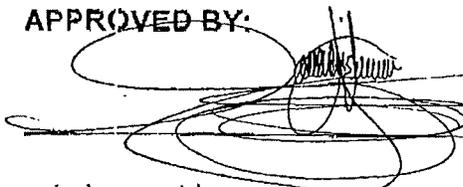
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Attorney for Plaintiff

APPROVED BY:



03/29/2007.

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Defendant *Prose*