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

2007 JUN 7 PM 4 32

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS  
Division 12

STATE OF KANSAS, ex rel.,  
PAUL MORRISON, Attorney General,

Plaintiff,

Case No. 07 C 61

WAT BROADCASTING, LLC,  
2017 Lunenburg Dr.  
Allen, Texas 75013

and

MLE MARKETING, LLC  
3310 Keller Springs, #160  
Carrollton, TX 75006,

Defendants.

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

STIPULATION FOR ENTRY OF CONSENT JUDGMENT

NOW on this 7<sup>th</sup> day of June, 2007, Plaintiff, State of Kansas, ex rel. Paul Morrison, Attorney General, and Defendant, Wat Broadcasting, LLC, come before the Court, pursuant to K.S.A. 50-632(b), and stipulate to this Entry of Consent Judgment. Plaintiff appears by and through Joseph N. Molina, Assistant Attorney General.

The parties advise the Court that they have stipulated and agreed to the following:

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 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 Wat Broadcasting, LLC is a company organized under the laws of the state of Texas. Its principal office is located at 2017 Lunenburg Dr., Allen, Texas 75006.

4. Defendant is a telephone solicitor, as defined by K.S.A. 50-670(a)(3)(2002 Supp.) and has engaged in unsolicited consumer telephone calls within the definition of the K.S.A. 50-670(a)(1-2) (2002 Supp.).

5. 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.

6. 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.

7. The Plaintiff alleges and Defendant denies that it has engaged in the following unconscionable acts and practices in violation of the Kansas Consumer Protection Act, specifically K.S.A. 50-670 (2002 Supp.) and K.S.A. 50-670a (2002 Supp.):

- a. Made or caused to be made unsolicited consumer telephone calls for the purpose of soliciting a sale of property or services, an extension of credit for the sale of property or services or for obtaining information that will or may be used for the direct solicitation of a sale of property or services.
- b. At the time of the unsolicited consumer telephone calls, each of the consumer telephone numbers were registered on the Kansas No-Call list published on the National Do Not Call Registry
- c. Prior to making the unsolicited consumer telephone calls Defendant failed to consult the Kansas No-Call list.

8. To avoid the expense and uncertainty of trial the parties agree to this Consent Judgment without trial or adjudication of any issue of fact or law.

9. Plaintiff requests that Defendant refrain from those acts and practices alleged to be unconscionable in Paragraph Seven (7) of this Consent Judgment. 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 of \$5,000.00 will be imposed for each subsequent violation.

To facilitate this settlement the Defendant also agrees to provide Plaintiff with all contracts, agreements and/or understandings between the Defendant and organizations on whose behalf the Defendant made calls into the state of Kansas.

The Defendant further agrees to be enjoined from making unsolicited consumers calls into the state of Kansas on its own behalf or for any organization.

10. The provisions of this Consent Judgment will be applicable to Defendant, and every employee, agent or representative of Defendant.

11. Defendant agrees to make available and/or disclose the provisions of this Consent Judgment to its employees, agents and representatives within five (5) days of signing this Consent Judgment. If Defendant ceases operations no such disclosure shall be necessary.

12. 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.

13. To facilitate this settlement Defendant also agrees to pay \$10,000.00 to the State of Kansas. Payment shall be made by cashier's check, payable to the "Office of the Attorney General," and shall be delivered to Plaintiff at the time of Defendant's signing of this Consent Judgment.

14. Jurisdiction is retained by this Court for the purpose of enabling the parties to this Consent Judgment to apply to the 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 of any obligation imposed by applicable federal, state, or local law, nor shall Plaintiff be precluded from taking appropriate legal action to enforce civil or criminal statutes under his jurisdiction or complaints and or violations not associated with this Consent Judgment.

17. The parties understand that this Consent Judgment shall not be construed as an approval of or sanction by the Office of the Attorney General of the business practices of Defendant nor shall Defendant represent the decree as any 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 immediately become a judgment upon filing.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Defendant shall pay to the Plaintiff a sum in the amount of \$10,000.00.


**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.

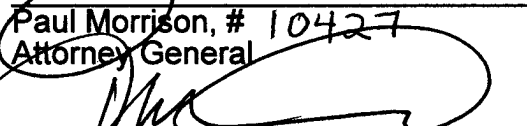
IT IS SO ORDERED

  
DISTRICT COURT JUDGE

Prepared and approved by:

PLAINTIFF:

  
Paul Morrison, # 10427  
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:  
WAT BROADCASTING, L.L.C.  
2017 Lunenberg Dr.  
Allen, TX 75013

By   
Altaf Hemani, President