

*JM*

Joseph N. Molina #20934  
Assistant Attorney General  
Office of the Attorney General  
120 SW 10<sup>th</sup> Avenue, 2<sup>nd</sup> Floor  
Topeka, Kansas 66612-1597  
(785) 296-3751

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

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**IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS**  
**Division 7**

STATE OF KANSAS, ex rel., )  
PAUL MORRISON, Attorney General, )  
 )  
Plaintiff, )  
 )  
AIR SYNERGY LABS, )  
D/B/A VORTEX VALVE, )  
 )  
Defendant. )

Case No. 07-C-481

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

**JOURNAL ENTRY OF CONSENT JUDGMENT**

NOW on this 17<sup>th</sup> day of August, 2007, comes before the Court this 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 Air Synergy Labs, a Nevada corporation d/b/a Vortex Valve 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, Air Synergy Labs, d/b/a Vortex Valve, is a corporation organized in the state of Nevada. Its principal office is located at 1525 East Sunset Road, Las Vegas, Nevada 89119.

4. Defendant is a corporation who offers for sale through various marketing avenues its product the Vortex Valve. This constitutes a consumer transaction 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 this 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. The Plaintiff alleges that Defendant engaged in the following deceptive acts and practices in violation of the Kansas Consumer Protection Act, specifically K.S.A. 50-626(b)(2) and K.S.A. 50-631(e):

- a. Failed to provide a 110% refund to consumers who purchased the Vortex Valve.
- b. Defendant has not replied to or complied with the subpoena lawfully submitted by this office and, therefore, has willfully failed to obey the subpoena.

7. 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.

#### **INJUNCTIVE RELIEF**

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

9. Defendant agrees to refrain from and to be permanently enjoined from engaging in those acts and practices alleged to be unconscionable in Paragraph six (6) of this Consent Judgment.

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 days of signing the Consent Judgment.

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 or this Consent Judgment.

13. Defendant agrees to comply with the Kansas Consumer Protection Act, specifically, K.S.A. 50-626(b)(2) and K.S.A. 50-631(e).

#### **PENALTIES AND FEES**

14. Defendant agrees to pay \$2,500.00 in civil penalties to the "Office of the Attorney General" of the State of Kansas. The Defendant shall tender to the Office of the Attorney General \$500.00 on September 15, 2007. Defendant shall tender to the Office of the Attorney General Five Hundred and 00/100 Dollars (\$500.00) at the time Defendant signs this Consent Judgment. The remaining balance due of Two Thousand and 00/100 Dollars (\$2,000.00) shall be paid in four (4) equal installments of \$500.00 each, beginning on September 15, 2007, and payable on the same day of each succeeding month thereafter until the remaining balance is paid in full. Failure to make timely payment shall be deemed a violation of this agreement and the entire balance shall become immediately due and owing. All payments shall be made by cashier's check, payable to the Office of the Attorney General of the State of Kansas.

15. 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).

16. Defendant also agrees to pay the sum of One Thousand Dollars and 00/100 (\$1,000.00) to the Kansas Attorney General's Office for investigative fees and expenses. This amount shall become immediately due upon the signing of this Journal Entry.

17. In addition, Defendant agrees to refund 110% of the purchase price, shipping and handling to consumer Jerry Howland which shall total \$118.09. This amount shall be paid via cashier's check made payable to the Kansas Attorney General's Office. This amount shall become immediately due upon the signing of this Journal Entry.

18. 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.

19. 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.

20. 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.

21. 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.

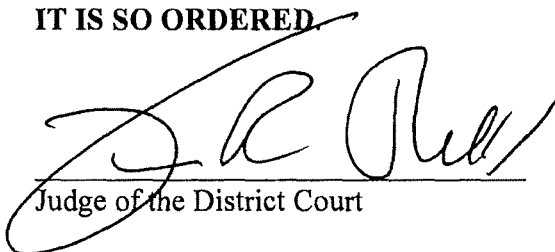
**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the stipulations and agreement of the parties contained herein are adopted and approved as the findings of fact and conclusions of law of the Court and any monies owed hereunder by Defendant immediately become a judgment upon filing.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment is entered against Defendant in favor of Plaintiff in the amount totaling \$3,500.00.

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

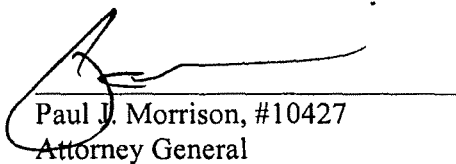
**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. 50-632(b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the Order of the Court.

**IT IS SO ORDERED.**



Judge of the District Court

**PREPARED AND APPROVED BY:**



Paul J. Morrison, #10427  
Attorney General



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

APPROVED BY:



Ed Prince,  
President of Air Synergy Labs.  
1525 East Sunset Road  
Las Vegas, Nevada 89119