

Emilie Burdette Rush, #22094
 Assistant Attorney General
 Office of the Attorney General
 Consumer Protection Division
 120 SW 10th Ave., 2nd Floor
 Topeka, Kansas 66612-1597
 (785) 296-3751

FILED
 2007 OCT 16 PM 1:25
 CLERK OF DISTRICT COURT
 RENO COUNTY KANSAS
 BY _____

IN THE DISTRICT COURT OF RENO COUNTY, KANSAS

STATE OF KANSAS, *ex rel.*)
PAUL J. MORRISON, Attorney General,)
)
Plaintiff,)
)
v.)
)
LARRY D. COX, individually)
d/b/a High Plains Distributors,)
)
Defendant.)

Case No. 07 CV 332

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 16 day of Oct, 2007, Plaintiff's Journal Entry of

Consent Judgment comes before the Court pursuant to K.S.A. 50-623(b). Plaintiff, the State of Kansas, *ex rel.* Paul J. Morrison, Attorney General, appears by and through Emilie Burdette Rush, Assistant Attorney General. Defendant Larry D. Cox. appears by and through James L. Hargrove.

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

1. Paul J. 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.*

3. Defendant Larry D. Cox resides at 14985 SW 30th Street in Benton, Kansas.
4. At all times relevant hereto, and in the ordinary course of business, Defendant Larry D. Cox has engaged in consumer transactions defined by K.S.A. 50-624(c).
5. Defendant Larry D. Cox operates in Kansas under the business name High Plains Distributors, an unincorporated business entity.
6. All references to Defendant herein includes acts individually, in concert, or by or through employees, agents, representatives, affiliates, assignees and successors.
7. The Court has subject matter and personal jurisdiction over this case pursuant to the Kansas Consumer Protection Act, K.S.A. 50-623, *et seq.*
8. Venue is proper in the Twenty-Seventh Judicial District of Kansas (Reno County) pursuant to K.S.A. 50-638(b).
9. The Plaintiff alleges Defendant engaged in the following deceptive and unconscionable acts or practices in violation of the Kansas Consumer Protection Act, specifically K.S.A. 50-626 and 50-627:
 - (A) Defendant represented to Kansas consumers Wayne and Linda Henderson (hereinafter "the Hendersons") that he would place an order for a fireplace furnace with Century Manufacturing, when in fact no such order was ever placed, a deceptive act in violation of K.S.A. 50-626; and
 - (B) Defendant accepted payment from the Hendersons in the amount of \$5,456.19, yet to date Defendant has failed to fulfill the terms of the consumer transaction or provide a full refund to the Hendersons, an unconscionable act in violation of K.S.A. 50-627.
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 and deceptive in Paragraph

Nine (9) of this Consent Judgment.

12. 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 will be imposed for each subsequent violation.
13. The provisions of this Consent Judgment will be applicable to Defendant and every employee, agent or representative of Defendant.
14. 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.
15. 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.
16. In conducting consumer transactions within the State of Kansas, Defendant agrees not to accept any payment from any consumer until such time as all bargained-for merchandise has been delivered.
17. Defendant agrees to pay \$3,769.14 in restitution to the Hendersons. Such payment shall be made by check(s) or money order(s) payable to "Wayne and Linda Henderson", and shall be delivered to the Attorney General of the State of Kansas at the time of Defendant's signing this Consent Judgment.
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 Kansas Attorney General of the business practices of Defendant nor shall Defendant represent the decree of 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 Larry D. Cox immediately become a judgment upon filing.

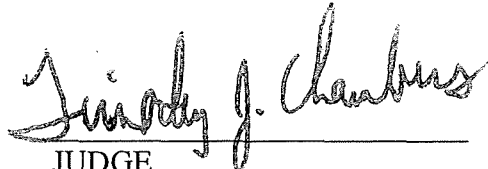
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant shall pay \$3,769.14 in restitution to Kansas consumers Wayne and Linda Henderson.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant Larry D.

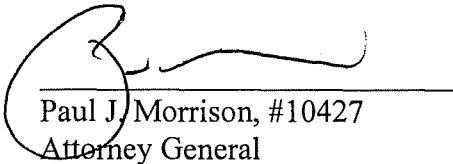
Cox pay all costs associated with this action.

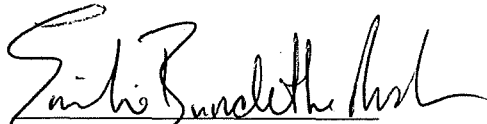
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. 50-632(b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the order of the Court.

IT IS SO ORDERED.


JUDGE

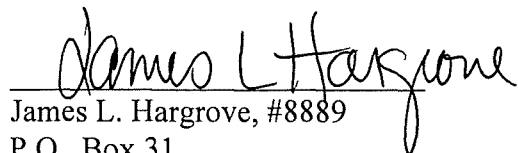
Prepared and approved by:
PLAINTIFF:


Paul J. Morrison, #10427
Attorney General


Emilie Burdette Rush, #22094
Assistant Attorney General
120 SW 10th Ave., 2nd Floor
Topeka, Kansas 66612-1597
(785) 296-3751

Attorneys for Plaintiff

DEFENDANT:


James L. Hargrove, #8889
P.O. Box 31
El Dorado, Kansas 67042
(316) 321-2802

Attorney for Defendant