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 MAR 25 2008
 CLERK DISTRICT COURT
 WYANDOTTE COUNTY KANSAS
 BY _____
 DEPUTY

**IN THE DISTRICT COURT OF WYANDOTTE COUNTY, KANSAS
 TWENTY-NINTH JUDICIAL DISTRICT**

Div. _____

STATE OF KANSAS, <i>ex rel.</i>)	
Stephen N. Six, Attorney General,)	
)	
Plaintiff)	
)	
v.)	
)	
JOE'S UNLIMITED AUTO,)	
)	
Defendants)	
)	

Case No. 08CW657

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this _____ day of March, 2008, 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.* Stephen N. Six, Attorney General, appears by and through Emilie Burdette Rush, Assistant Attorney General. Defendant Joe's Unlimited Auto appears by Levita Ross, owner of Joe's Unlimited Auto.

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

1. Stephen N. Six is the duly appointed, qualified and acting 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 Joe's Unlimited Auto has a principal place of business located at 1709 Southwest Boulevard in Kansas City, Kansas.

4. Defendant Joe's Unlimited Auto is an unincorporated business entity.

5. Defendant Joe's Unlimited Auto engages in consumer transactions as defined in K.S.A. 50-624(c).

6. Defendant Joe's Unlimited Auto is a "supplier" as that term is defined by K.S.A. 50-624(j).

7. The nature of Defendant's business in the State of Kansas includes, but is not limited to, the solicitation and sale of vehicles within the State of Kansas.

8. Defendant's sales include, but are not limited to, sales to "consumers" as defined in K.S.A. 50-624(b).

9. This Court has subject matter and personal jurisdiction in this matter pursuant to K.S.A. 50-638(a).

10. Venue is proper in the Twenty-Ninth Judicial District of Kansas (Wyandotte County) under K.S.A. 50-638(b).

11. Plaintiff alleges that Defendant engaged in the following unconscionable acts or practices in violation of the Kansas Consumer Protection Act:

(a) Defendant excluded and otherwise limited the implied warranty of merchantability in a consumer transaction for the sale of a vehicle to Kansas consumer Mary Carpenter, in violation of K.S.A. 50-627(b)(7); and

(b) Defendant entered into a consumer transaction with Kansas consumer Mary Carpenter for the sale of a vehicle, yet Mary Carpenter was unable to receive a material benefit from that transaction, specifically as she was unable to lawfully license and/or register the vehicle, in violation of K.S.A. 50-627(b)(3).

12. Defendant Joe's Unlimited Auto voluntarily agrees to this Consent Judgment without trial or adjudication of any issue of fact or law.

13. Defendant agrees to refrain from and to be permanently enjoined from engaging in those acts and practices alleged to be unconscionable in Paragraph 11 of this Consent Judgment.

14. 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.

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

16. 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.

17. 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.

18. Defendant agrees to pay \$3,500.00 in civil penalties and investigative fees to the Office of the Kansas Attorney General. Defendant agrees such sum will be paid in \$500.00 increments, with a \$100.00 good faith payment made at the time of signing of this Consent Judgment. Payments shall be made by check, payable to the Office of the Kansas Attorney General. Defendant agrees to deliver the first \$100.00 payment at the time of signing of this Consent Judgment. Defendant agrees to deliver each subsequent payment of \$500.00 to the Office of the Kansas Attorney General no later than the 15th day of each month following the month in which Defendant signs this Consent Judgment.

19. All payments shall be sent and/or delivered to the attention of Assistant Attorney General Emilie Burdette Rush at 120 SW 10th Ave., 2nd Floor in Topeka, Kansas.

20. No interest or fees shall be assessed to Defendant regarding the \$3,500.00 in civil penalties and investigative fees.

21. Defendant agrees that failure to deliver any payment shall constitute a violation of this Order and appropriate relief shall be sought.

22. Defendant agrees to repurchase the 1993 Mercury Sable sold to Kansas consumer Mary Carpenter. Arrangements for such repurchase shall be made by Defendant, subject to the approval of Plaintiff.

23. Defendant agrees to refund any down payment and/or payments made by Kansas Consumer Mary Carpenter. Arrangements for such refund(s) shall be made by Defendant, subject to the approval of Plaintiff. All payments shall be in the form of check(s) made payable to Mary Carpenter to be distributed by Plaintiff. Such payment(s) shall be mailed to the attention of Assistant Attorney General Emilie Burdette Rush at 120 SW 10th Ave., 2nd Floor in Topeka, Kansas.

24. Defendant agrees that failure to make full restitution to Kansas consumer Mary Carpenter within 60 days from Defendant's signing of this Consent Judgment shall constitute a violation of this Order and appropriate relief shall be sought.

25. Defendant agrees that the terms of this Consent Judgment are not dischargeable in any bankruptcy proceeding.

26. 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.

27. If any portion, provision or part of this Consent Judgment is held to be invalid, unenforceable, or void for any reason, that portion shall be severed from the remainder and shall not affect the validity or enforceability of the remaining portions, provisions or parts.

28. 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.

29. 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 immediately become a judgment upon filing.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendants shall pay \$3,500.00 in civil penalties and investigative fees to the Office of the Kansas Attorney General.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendants shall repurchase the 1993 Mercury Sable sold to Kansas Consumer Mary Carpenter and make full restitution to Ms. Carpenter for all payments, including down payments, made to Defendant in the amount of \$1,500.00.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendant Joe's Unlimited Auto 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.

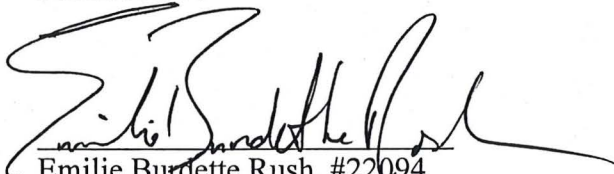
IT IS SO ORDERED.

MURIEL Y. HARRIS

JUDGE

Prepared and approved by:

PLAINTIFF:



Emilie Burdette Rush, #22094
Assistant Attorney General
120 SW 10th Av., 2nd Floor
Topeka, Kansas 66612-1597

Attorney for Plaintiff

C-07-004852

DEFENDANT:

Levita Ross

Levita Ross

Owner; Joe's Unlimited Auto
1709 Southwest Blvd.
Kansas City, KS 66103

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KANSAS ATTORNEY GENERAL
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