

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

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS  
Division 9

2008 APR 24 PM 4 10

STATE OF KANSAS, *ex rel.* )  
STEPHEN SIX, Attorney General, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
MIDWESTERN SUBSCRIPTION and )  
JASON COGBILL, individually, )  
 )  
Defendant. )

Case No. 07-C-1721

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 24<sup>th</sup> day of April, 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. Defendants appear by and through Judd McPherson of Whitworth, McPherson & Longnecker, LLC.

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 Midwestern Subscription is an unincorporated business entity.

4. Defendant Jason Cogbill is the owner and operator of Midwestern Subscription.

5. Defendant Jason Cogbill's last known residence is 816 B Street in Joplin, Missouri.

6. At all times relevant hereto, Defendant Jason Cogbill has engaged in consumer transactions as defined in K.S.A. 50-624(c).

7. Defendant Jason Cogbill is a "supplier" as that term is defined by K.S.A. 50-624(j).

8. The nature of Defendants' business in the State of Kansas includes, but is not limited to, the door-to-door solicitation and sale of magazine subscriptions.

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

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

11. Venue is proper in the Third Judicial District of Kansas (Shawnee County) under K.S.A. 50-638(b).

12. Plaintiff alleges that Defendants engaged in the following deceptive and unconscionable acts or practices in violation of the Kansas Consumer Protection Act:

(a) Defendants engaged in door-to-door sales with Kansas consumers, yet Defendants failed to provide said consumers with adequate and proper Notice of Cancellation as required by K.S.A. 50-640(b)(2).

(b) Defendants engaged in door-to-door sales with Kansas consumers, yet Defendants failed to honor said consumers' timely requests for cancellation as required by K.S.A. 50-640(b)(7).

(c) Defendants engaged in consumer transactions with Kansas consumers in which Defendants knew or had reason to know said consumers would receive

no material benefit from the subject of the transaction, unconscionable acts as set forth in K.S.A. 50-627.

13. Defendants voluntarily agree to this Consent Judgment without trial or adjudication of any issue of fact or law.

14. Defendants agree to refrain from and to be permanently enjoined from engaging in those acts and practices alleged to be deceptive and unconscionable in Paragraph 12 of this Consent Judgment.

15. Defendants agree 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.

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

17. Defendants agree 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.

18. Defendants agree 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.

19. Defendants agree to be permanently enjoined from engaging in the solicitation and/or sale of magazine subscriptions to consumers in the State of Kansas.

20. Defendants agree to be permanently enjoined from engaging in any door-to-door solicitation and/or sale of any property or service to consumers in the State of Kansas.

21. Defendant agrees to pay \$641.00 in restitution to the consumers listed in Exhibit A attached hereto. All payments shall be in the form of money orders payable directly to each named consumer. Such payments shall be mailed to the attention of Assistant Attorney General Emilie Burdette Rush at 120 SW 10<sup>th</sup> Ave., 2<sup>nd</sup> Floor in Topeka, Kansas. The Office of the Kansas Attorney General will then distribute payments directly to the named consumers.

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

23. 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.

24. 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.

25. 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.

26. 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 \$641.00 in restitution to the consumers named in Exhibit A attached hereto.

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

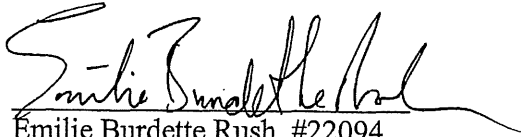
**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. 50-632(b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the order of the Court.

IT IS SO ORDERED.

ls/  
JUDGE

Prepared and approved by:

PLAINTIFF:



Emilie Burdette Rush, #22094

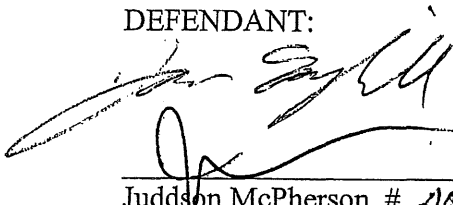
Assistant Attorney General

120 SW 10<sup>th</sup> Av., 2<sup>nd</sup> Floor

Topeka, Kansas 66612-1597

Attorney for Plaintiff

DEFENDANT:



Juddson McPherson, # ~~49112~~

Whitworth, McPherson & Longnecker, LLC

626 Byers Avenue

Joplin, Missouri 64801

Attorney for Defendant