

E-08-000009
C-07-004985

IN THE DISTRICT COURT OF PAWNEE COUNTY, KANSAS
TWENTY-FOURTH JUDICIAL DISTRICT

STATE OF KANSAS, *ex rel.*)
STEVE SIX, Attorney General)
)
Plaintiff,)
)
v.)
)
JOANNA UNRUH, individually and)
CHET UNRUH, individually)
d/b/a C & J ENTERPRISES)
)
Defendants.)

Case No. 2007 C 61

FILED
DISTRICT COURT
PAWNEE COUNTY, KS
2009 JAN 22 P 1:32

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 22 day of January, 2009 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.* Steve Six, Attorney General, appears by and through Emilie Burdette, Assistant Attorney General. Defendant JoAnna Unruh, individually and Chet Unruh, individually and d/b/a/ C & J Enterprises ("C & J Enterprises") appears by and through Charles R. Pike, Bauer, Pike & Johnson, Chartered. The parties advise the Court that they have stipulated and agreed to the following matters:

1. Steve Six is the duly appointed 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. 50-632(b).

COPY

3. Defendants C & J Enterprises own and operate an unregistered company with a principal place of business located at 716 West 7th Street, Larned, Kansas 67550.
4. All references to Defendant herein include acts individually, in concert, or by or through employees, agents, representatives, affiliates, assignees and successors.
5. The Court has subject matter and personal jurisdiction pursuant to the Kansas Consumer Protection Act, K.S.A. 50-623 *et seq.*
6. Venue is proper under K.S.A. 50-638(b) in the Twenty Fourth Judicial District of Kansas (Pawnee County).
7. Defendant C & J Enterprises is a business entity engaged in the solicitation and sale of advertising space on placemats that are used in restaurants and other similar businesses in Kansas.
8. At all times relevant hereto, Defendants have acted as a "supplier" as defined by K.S.A. 50-624(j).
9. At all times relevant hereto, Defendants have engaged in "consumer transactions" as defined by K.S.A. 50-624(c).
10. The Defendants engaged in acts that constitute "door-to-door" sales as contemplated in K.S.A. 50-640(c)(1).
11. The Plaintiff alleges and Defendants admit the following factual allegations:
 - a. Defendants entered into a transaction with Kansas consumer Greg Calgren whereby the Concordia Barbershop, owned by Greg Calgren, would receive advertising space on placemats that would be used in Concordia, Kansas area restaurants.
 - b. Defendants failed to orally inform Mr. Calgren of his right to cancel the transaction as required by K.S.A. 50-640(b)(5). Defendants also failed to furnish Mr. Calgren with proper notice of cancellation as required by K.S.A. 50-640(b)(2).

- c. Defendants engaged in a door-to-door sale with Mr. Calgren when Defendants knew or had reason to know that Mr. Calgren would receive neither advertising on placemats nor any other material benefit from the transaction, in violation of K.S.A. 50-627.
- d. Defendants entered into a transaction with Kansas consumer Jennifer Yoder whereby Yoder Business Solutions, owned by Jennifer Yoder, would receive advertising space on placemats that would be used in Elkhart, Kansas area restaurants.
- e. Defendants failed to orally inform Ms. Yoder of her right to cancel the transaction as required by K.S.A. 50-640(b)(5). Defendants also failed to furnish Ms. Yoder with proper notice of cancellation as required by K.S.A. 50-640(b)(2)
- f. Defendants engaged in a door-to-door sale with Ms. Yoder when Defendant knew or had reason to know that Ms. Yoder would receive neither advertising on placemats nor any other material benefit from the transaction, in violation of K.S.A. 50-627.

12. Defendants voluntarily agree to this Consent Judgment without trial or adjudication of any issue of fact or law and without admitting any allegation contained herein.

14. Defendants agree to refrain from and to be permanently enjoined from engaging in those acts and practices alleged to be unlawful and unconscionable in Paragraph Eleven (11) 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. Defendants agree to refrain from and to be permanently enjoined from engaging in door-to-door sales in the State of Kansas, as defined by K.S.A. 50-640(c)(1).

17. 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.

18. Defendants agree to make restitution to Kansas consumer Jennifer Yoder in the amount of \$85.00. This sum shall represent a full and complete refund of all monies paid for the advertising purchased by Ms. Yoder, as referenced in Paragraph Eleven (11) of this Journal Entry of Consent Judgment. Payment shall be made by check(s) payable to Jennifer Yoder and shall be delivered to the Attorney General of the State of Kansas at the time of Defendant's signing this Consent Judgment

19. Defendants agree to pay \$500.00 in investigative fees to the Office of the Attorney General of the State of Kansas. Payment shall be made by check(s) payable to the Office of the Kansas Attorney General. Payments shall be made in \$50.00 increments with the first payment due at time of Defendants signing of this Consent Judgment and each subsequent \$50.00 payment due on the 15th day of each month until such time that all fees have been paid. The provisions of this Consent Judgment shall be applicable to Defendant(s) JoAnna Unruh, individually and Chet Unruh, individually and the unregistered business entity, C & J Enterprises, and every employee, agent or representative of Defendants.

20. 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.

23. Defendants agree to be permanently enjoined from entering into, forming, organizing or reorganizing into any partnership, corporation, sole proprietorship or any

other legal structure(s), for the purpose of avoiding compliance with the terms of this Consent Judgment.

24. This Court shall retain jurisdiction 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 or compliance of any provisions contained herein. This Court shall also retain jurisdiction if any violation of any term of this Consent Judgment is committed.

25. 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.

26. Compliance with this Consent Judgment does not relieve Defendants 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.

27. The parties understand that this Consent Judgment shall not be construed as an approval or sanction by the Kansas Attorney General of the business practices of Defendants nor shall Defendants 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 ORDERED that the Defendants make full restitution to the Kansas Consumer Jennifer Yoder in the amount of \$85.00.

IT IS FURTHER ORDERED that judgment is entered against Defendants in favor of Plaintiff in the amount of \$500.00.

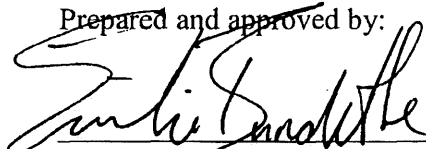
IT IS FURTHER ORDERED that Defendants pay all costs associated with this action.

IT IS FURTHER ORDERED that pursuant to the Kansas Consumer Protection Act, 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.



HONORABLE BRUCE T. GATTERMAN

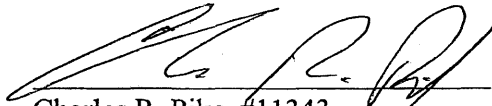
Prepared and approved by:



Emilie Burdette #22094

Assistant Attorney General
Office of Kansas Attorney General Stephen N. Six
120 Southwest 10th Ave., 2nd Floor
Topeka, Kansas 66612
Attorney for Plaintiff

Approved by:



Charles R. Pike, #11343

Law Offices of Bauer, Pike, Pike & Johnson, Chtd.
P.O. Box 1349
1310 Kansas Avenue
Great Bend, Kansas 67530
Attorney for Defendant