

IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
CIVIL COURT DEPARTMENT

STATE OF KANSAS, *ex rel.*,
STEVE SIX, Attorney General,

Plaintiff,

v.

CAR FINDERS, INC.

Defendant.

Case No. 09 CV 11052

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JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 11 day of Dec 2009, Plaintiff's Journal Entry of Consent Judgment comes before the Court pursuant to K.S.A. 50-632(b). Plaintiff, the State of Kansas, *ex rel.*, Steve Six, Attorney General, appears by and through Tai J. Vokins, Assistant Attorney General. Defendants appear by and through Michael S. Jones, the Jones Law Firm, P.A.

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

1. Steve Six 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. Carfinders, Inc. is located at 9812 Kaw Drive, Kansas City, Kansas 66111.
4. Defendant Carfinders, Inc. operates licensed car dealerships in both Kansas and Missouri.
5. Defendant engaged in consumer transactions that include, but are not limited to the sale of used vehicles to consumers.
6. Defendant is a supplier as defined by K.S.A. 50-624(j).

CLERK OF DISTRICT COURT
JOHNSON COUNTY, KS

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7. The Court has personal and subject matter jurisdiction over the parties for the sole purpose of entering into this Consent Judgment and any subsequent enforcement thereof.

PLAINTIFF'S ALLEGATIONS

8. The Plaintiff alleges Defendant engaged in the following deceptive and unconscionable acts and practices in violation of the Kansas Consumer Protection Act. Specifically, Defendant sold vehicles to Kansas consumers using a form contract which includes the language “[v]ehicle sold as is, warranties whatsoever” an unconscionable act or practice in violation of K.S.A. 50-627(b)(7).

DEFENDANTS' DENIAL

9. Defendant voluntarily agrees to this consent judgment without trial or adjudication of any issue of fact or law. No provision in this Consent Judgment shall be deemed an admission of any kind, pursuant to K.S.A. 50-632(b). Defendant denies the allegations of the Plaintiff and enters into this Consent Judgment in order to avoid the inconvenience, expense and risk inherent in litigating the claims asserted by the Plaintiff.

PARTIES' AGREEMENT

10. Defendant agrees to refrain from and to be permanently enjoined from engaging in those acts and practices alleged to be unlawful and unconscionable in Paragraph Eight (8) of this Consent Judgment. 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.
11. Defendant will not use any bill of sale or other form with language similar to that outlined in Paragraph Eight (8) or otherwise disclaim or limit any implied warranties on any consumer transaction subsequent to the date of this Consent Judgment.

12. Defendant agrees to provide a copy of the standard "FTC Buyer's Guide" to consumers in all transactions regardless of where the transactions occur.
13. Defendant will extend implied warranties of merchantability and fitness for a particular purpose for all consumer transactions that have occurred in the past ninety (90) days from the date of this Consent Judgment.
14. Defendants agree to pay the office of the Kansas Attorney General enforcement costs, general costs, expenses and investigative fees of \$700.00. Payment shall be made by check payable to the Kansas Attorney General at the time of signing of this document.
15. *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.*

Non-Limitation Statement

16. 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 provisions, portions or parts.
17. 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.
18. 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 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 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 Defendants immediately become a judgment upon filing.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant pay \$700.00 in enforcement costs, general costs, expenses and investigative fees.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants 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.




DISTRICT COURT JUDGE

Prepared and Approved by:



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