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KS. DISTRICT COURT
THIRD JUDICIAL DIST.
TOPEKA, KS

2010 APR 22 P 2:01

IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS

STATE OF KANSAS, *ex rel.*,)
STEVE SIX, Attorney General,)
)
Plaintiff,)
)
v.)
)
RUSSELL LOOMIS, an individual)
CUREMYDEBT.NET, LLC,)
)
Defendants.)

Case No. 10-C-587

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 22nd day of April 2010, 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 Danielle N. Davey of Sloan, Eisenbarth, Glassman, McEntire & Jarboe, LLC.

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. Defendant Cure My Debt, is a limited liability company formally registered with the Florida Secretary of State.
4. Defendant, Cure My Debt, has a principal place of business at 7780 49th Street, Suite 515, Pinellas Park, Florida 33781.
5. Defendant, Russell Loomis is the owner of Cure My Debt.
6. Rusell Loomis' current address is 7780 49th Street N, #515, Pinellas Park, Florida 33781.
7. Rusell Loomis is responsible for all day-to-day business operations of Cure My Debt.
8. Defendants engage in consumer transactions in Kansas that include, but are not limited to debt reduction and negotiation services.
9. Defendants conduct business as "suppliers" as that term is defined by K.S.A. 50-624(j).
10. Defendants operate a "credit services organization" as that term is defined by K.S.A. 50-1117(c).
11. 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.
12. The Plaintiff alleges Defendants engaged in the following deceptive and unconscionable acts and practices in violation of the Kansas Consumer Protection Act, specifically K.S.A. 50-626(a), K.S.A. 50-627(b)(5), K.S.A. 50-1132, and K.S.A. 50-1134:
 - a. Defendants, in the course of consumer transactions, engaged in deceptive acts or practices in connection with consumer transactions in violation of K.S.A. 50-626(a).
 - b. Defendants induce consumers into transactions that are excessively onesided in favor of Defendants, by charging consumers fees for a service that the consumer

can obtain from licensed credit services organizations in Kansas at significantly lower costs, an act or practice in violation of K.S.A. 50-627(b)(5).

- c. Defendants engage in acts and practices which are a violation of the Kansas credit services organizations act, which is a deceptive act or practice in violation of the Kansas Consumer Protection Act pursuant to K.S.A. 50-1132 and K.S.A. 50-1134.

13. Defendants deny each and every allegation of Plaintiff and voluntarily agree to this Consent Judgment without trial or adjudication of any issue of fact or law.
14. Defendants agree to be permanently enjoined from engaging in the sale of goods or services in Kansas as a "supplier" as that term is defined by K.S.A. 50-624(j). Defendants agree that engaging in the sale of goods or services as a supplier, 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. Defendants agree to be permanently enjoined from engaging in transactions in Kansas as a "credit services organization" as that term is defined by K.S.A. 50-1117(c). Defendants agree that engaging in transactions in Kansas as a "credit services organization" 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 the 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 all of Defendants' 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 pay the office of the Kansas Attorney General consumer protection activity costs, enforcement costs, general costs, expenses and investigative fees of \$1,000.00.
20. The total judgment amount shall be \$1,000.00. Payment shall be made payable to the Kansas Attorney General's Office at the time of signing of this document.
21. 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.
22. 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.
23. 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.
24. 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 Defendants pay the office of the Kansas Attorney General consumer protection activity costs, enforcement costs, general costs, expenses and investigative fees in the amount of \$1,000.00.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendant in favor of Plaintiff in the amount of \$1,000.00.

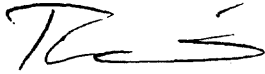
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants pay all court costs associated with this action.

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.

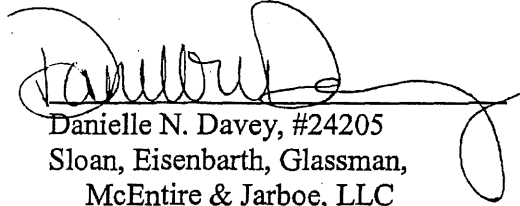

DISTRICT COURT JUDGE

Prepared and Approved by:



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