

3. Defendant Mark Mason, (hereinafter "Defendant Mason") is an individual who was, at all material times, operating a sole proprietorship under the trade name "RR Custom Paint" with a principal place of business at 1133 N. Oliver, Wichita, KS 67203.

4. Defendant is a supplier within the definition of K.S.A. 50-624(j) and has engaged in consumer transactions in Kansas within the definition of K.S.A. 50-624(c).

5. Defendant admits that this Court has jurisdiction over the parties hereto and the subject matter of this action.

6. The nature of Defendant's business in Kansas was soliciting persons to purchase his services and/or to purchase products through the business which Defendant would enhance by performing services, specifically painting and customizing of model railroad trains.

7. The Attorney General alleges Defendant violated the Kansas Consumer Protection Act by engaging in the following acts and practices in conjunction with the solicitation and operation of his business:

- a) Defendant Mason continuously and repeatedly misrepresented to consumers, when asked by consumers, the status of the consumers' order and/or the anticipated completion date of the order. When making such statements, Defendant Mason knew or should have known when he advised each of the consumers of a delivery date that he was going to be unable and/or unwilling to achieve the estimated date, and such statement was misleading to the consumer and that the consumer would rely upon such representation to the consumers detriment. Such actions constitute an unconscionable act or practice as prohibited by K.S.A. 50-627(a)
- b) Defendant Mason, upon his website and in correspondence with consumers, represented to consumers that he had the ability to provide custom painting service in a shorter time than other custom painters, or specifically in less than ninety days for "most" services or product. Defendant Mason knew or had reason to know that he did not have the ability or intent to supply reasonable, expectable public demand of his services as advertised, all in violation of K.S.A. 50-626(b)(6).

8. Defendant agrees to this Consent Judgment without trial or adjudication of any issue of fact or law, but specifically denies each act, or that any described act constitutes a violation of law or that any intent to willfully commit any act or practice prohibited by the Kansas Consumer Protection Act existed.

9. Defendant agrees to refrain from and to be permanently enjoined from engaging in the acts and practices described in paragraph Seven. Furthermore, Defendant acknowledges that a material basis for this settlement is Defendant's representation to the Attorney General that he is no longer operating the business and that he has not done so since at least the second week of January, 2003, and that he has no present plans to operate a business in the State of Kansas. In the event that Defendant should ever attempt to operate a business in Kansas which engages in consumer transactions in the future, Defendant agrees to provide not less than thirty days notice to the Consumer Protection/Anti-trust Division of the Attorney General's office prior to beginning business of his intent to operate again. Failure to provide the notice required by this paragraph shall constitute a violation of this Consent Judgment.

10. Defendant has prepared and presented to the Office of the Attorney General a list of all consumer property currently in his possession or control, said list being attached hereto as Exhibit "A". A material part of this settlement is that Defendant shall diligently update or amend that list in the future if he discovers additional property belonging to consumers that is in his possession or control after the date of this Consent Judgment. Defendant agrees to surrender all property on Exhibit "A", or intended to be on Exhibit "A", to the Office of the Attorney General. Defendant specifically represents to the Court that he has used his best efforts in preparing Exhibit "A" and that the information provided is true and accurate to the best of his abilities after diligent effort.

11. Defendant agrees that in the event that any consumer who provides written notification to the the Attorney General within ten days after being given notice of this Consent Judgment that they have sent property to Defendant and that such property was received by Defendant and that their property has not been returned to them or does not appear to be included on Exhibit "A", that the Attorney General shall have the right, at his option, to present that evidence to this Court and allow the Court to render judgment against Defendant for the value of that property in the event the Court concludes such restitution would be justified.

12. The Attorney General, in reliance upon Defendant's representations that he is financially insolvent, agrees to not seek imposition of Civil Penalties in this case, the main object of this settlement being to have Defendant surrender possession of the property and facilitate return of property to Consumers.

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

14. Defendant agrees to be permanently enjoined from entering into, forming, organizing or reorganizing into any partnership, corporation, sole proprietorship or any other legal structures, where such restructuring is done for the purpose or object of avoiding compliance with the terms of this Consent Judgment.

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 hereof.

16. 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.

17. 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 her jurisdiction. Defendant further understands that nothing in this Consent Judgment shall preclude the Attorney General from taking further action against this Defendant in promoting, soliciting or selling his services or any business associated therewith upon belief that such activity is being promoted or operated in a fashion that otherwise violates the law.

18. The parties understand this Consent Judgment shall not be construed as an approval of or sanction by the Attorney General of the business practices of Defendant nor shall Defendant represent the decree as such an approval.

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.

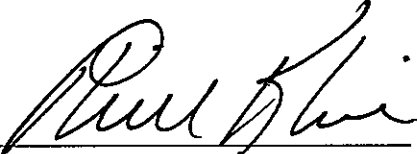
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. 50-632(b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the Order of the Court.

IT IS SO ORDERED.

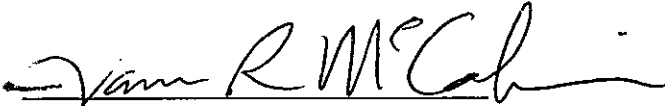


Judge of the District Court

PREPARED AND APPROVED BY:



PHILL KLINE, #13249
Attorney General



James R. McCabria, #16563
Assistant Attorney General
120 SW 10th Avenue, 2nd Floor
Topeka, Kansas 66612-1597
(785) 296-3751
Attorney for Plaintiff

APPROVED BY:



Mark Mason d/b/a RR Custom Paints
Pro Se