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K.S. DISTRICT COURT
THIRD JUDICIAL DIST

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IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS

Division 9

STATE OF KANSAS, ex rel.,
PHILL KLINE, Attorney General,

Plaintiff,

v.

Case No. 03C1308

VACATION DEPOT INC.

Defendant.

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 26th day of August, 2003, 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.* Phill Kline, Attorney General, appears by and through Joseph N. Molina, Assistant Attorney General. Defendant appears through counsel Jay N. Selanders.

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

1. Phill Kline 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.*, K.S.A. 50-670 (2002 Supp.) and K.S.A. 50-670a (2002 Supp.).

3. Defendant Vacation Depot Inc. is a corporation licensed under the laws of the State of Florida. The principal place of business is located at 2235 S. Woodland Blvd., Suite 201, Deland, Florida 32720.

4. Plaintiff has alleged that Defendant is a telephone solicitor, as defined by K.S.A. 50-670(a)(3)(2002 Supp.) and has engaged in unsolicited consumer telephone calls within the definition of the K.S.A. 50-670(a)(1-2) (2002 Supp.).

5. 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.

6. Defendant stipulates and waives any objection to venue in Shawnee County for the sole purpose of entering into this Consent Judgment and any subsequent enforcement thereof.

7. The Plaintiff alleges Defendant engaged in the following unconscionable acts and practices in violation of the Kansas Consumer Protection Act, specifically K.S.A. 50-670 (2002 Supp.) and K.S.A. 50-670a (2002 Supp.):

a. That on or about the dates of November 1, 2002, through February 6, 2003, Defendant made or caused to be made at least 34 unsolicited consumer telephone calls for the purpose of soliciting a sale of property or services, an extension of credit for the sale of property or services or for obtaining information that will or may be used for the direct solicitation of a sale of property or services.

b. At the time of the unsolicited consumer telephone calls, each of the consumer telephone numbers were registered on the Kansas No-Call list published on October 1, 2002, January 1, 2003 and April 1, 2003.

c. Prior to making the unsolicited consumer telephone calls Defendant failed to consult the Kansas No-Call list.

8. Solely to avoid the cost and expense of litigation, Defendant voluntarily agrees to this Consent Judgment without trial or adjudication of any issue of fact or law and without admitting any wrongdoing or liability.

9. Defendant agrees to refrain from and to be permanently enjoined from engaging in those acts and practices alleged to be unconscionable in Paragraph Seven (7) of this Consent Judgment.

10. The provisions of this Consent Judgment will be applicable to Defendant, whether acting through any of its employee, agent or representative.

11. Defendant agrees 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.

12. Defendant agrees 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 or this Consent Judgment.

13. Defendant agrees to pay \$10,000.00 in civil penalties and investigative fees to the "Office of the Attorney General" of the State of Kansas. Payment shall be made by cashier's check, payable to the Office of the Attorney General. Twenty-Five Hundred Dollars (\$2,500.00) shall be delivered to the Attorney General of the State of Kansas at the time of Defendant's signing this Consent Judgment. The remaining penalty of Seventy-Five Hundred Dollars (\$7,500.00) shall be payable in three (3) installments of Twenty-Five Hundred Dollars (\$2,500.00) due every thirty (30) days, starting thirty (30) days after this

Consent Judgment is filed with the Court.

14. 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.

15. 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.

16. 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. However, this Consent Judgment does resolve all claims of the Attorney General and the State of Kansas regarding the violations in paragraph Seven (7).

17. The parties understand that 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. 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.

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 judgment is entered against Defendant in favor of Plaintiff in the amount of \$10,000.00 to be paid as set forth in paragraph 13 above.

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.

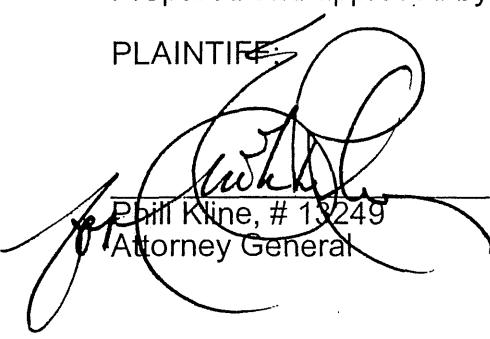
IT IS SO ORDERED



DISTRICT COURT JUDGE

Prepared and approved by:

PLAINTIFF:



Phil Kline, # 19249
Attorney General

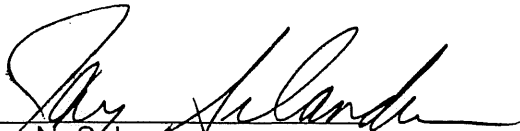


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Approved by:

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