

E-04-000029

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K.S. DISTRICT COURT
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TOPEKA, KS.

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IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS
Division 7

STATE OF KANSAS, ex rel.,)
PHILL KLINE, Attorney General,)
)
Plaintiff,)
)
v.)
)
Vision Lab Telecommunication, Inc.,)
)
Defendant.)

Case No. 04C 708

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

JOURNAL ENTRY OF CONSENT JUDGEMENT

NOW on this 19th day of May 2004, 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.

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 Vision lab Telecommunications, Inc., is a corporation organized under the laws of the state of Florida. The principal office of the corporation is located at 1680 Michigan Ave., Suite 1106, Miami Beach, Florida 33139-2538.



4. Defendant stipulates that it is a fax broadcaster and that its customers have utilized its services to send faxes, which include unsolicited faxes, to Kansas residents.

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, on behalf of its customers, transmitted written information by facsimile machine or computer to Kansas residents.

8. The Plaintiff alleges that Defendant, on behalf of its customers, transmitted unsolicited advertisements by facsimile machine or computer to Kansas residents.

9. Defendant voluntarily agrees to this Consent Judgment without trial or adjudication of any issue of fact or law.

10. Defendant agrees to refrain from and to be permanently enjoined from engaging in those acts and practices alleged in paragraph eight (8) of this Consent Judgment.

11. Defendant further agrees to cease transmitting any unsolicited advertisements via facsimile machine or computer into the state of Kansas, including area codes (785), (913), (316) and (620).

12. Defendant further agrees to prohibit any of its advertisers and/or clients from using Vision Lab services to transmit unsolicited advertisements via facsimile machine or computer into the state of Kansas, including area codes (785), (913), (316) and (620).

13. Defendant further agrees to refrain from and to be permanently enjoined from transmitting, on its own behalf or on behalf of its customers, any written information by facsimile machine or computer into the State of Kansas, including area codes (785), (913), (316) and (620), unless Defendant clearly identifies itself as the sender or transmitter of the information in the header of the facsimile.

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

15. 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.



16. 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.

17. Defendant agrees to pay \$2,000.00 in 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, and shall be delivered to the Attorney General of the State of Kansas at the time of Defendant's signing this Consent Judgment.

18. 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.

19. 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.

20. 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.

21. 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, 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 Defendant immediately become a judgment upon filing.



IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant agrees not to transmit written information via facsimile machine or computer into the state of Kansas, including area codes, (785), (913), (316) and (620).

IT IS FURTHER ORDERED ADJUDGED AND DECREED that Defendant prohibit any and all of its advertisers to use Vision Lab services to transmit written information via facsimile machine or computer into the state of Kansas, including area codes, (785), (913), (316) and (620).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendant pay \$2,000.00 to Plaintiff for investigative fees.

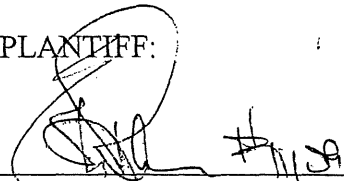
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. §50-632 (b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the order of the Court.

IT IS SO ORDERED

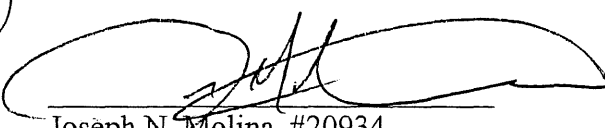
DISTRICT COURT JUDGE

Prepared and approved by:

PLAINTIFF:



Phil Kline, #13249
Attorney General



Joseph N. Molina, #20934
Assistant Attorney General
120 SW 10th Ave., 2nd Floor
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Attorneys for Plaintiff

DEFENDANT:

Vision Lab Telecommunications, Inc.

Pasquale Giordano

By: Pasquale Giordano
Its: CEO and President