

E-04-000045

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K.S. DISTRICT COURT
THIRD JUDICIAL DIST.
TOPEKA, KS.

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IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS

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

Plaintiff,

v.

**CHRISTOPHER J. FISHER, individually,
d/b/a Advantage Satellite;
db/a Satellite Solutions;
d/b/a Dish Sales; and
d/b/a Digital World Satellite,**

Defendant.

Case No. 04C995

Division 12

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this July day of 21st, 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. Defendant appears through counsel Carl A. Gallagher.

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 (K.S.A. 2003 Supp.) and K.S.A. 50-670a (K.S.A. 2003 Supp.).

3. Defendant Christopher J. Fisher is an individual d/b/a Advantage Satellite, d/b/a Satellite Solutions, d/b/a Dish Sales and d/b/a Digital World Satellite. Defendant can be served at 615D E. Abram Street, #390, Arlington, Texas, 76010.

4. 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. Defendant made or caused to be made 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, some of the consumer telephone numbers were registered on the Kansas No-Call list.
- c. Defendant failed to consult the Kansas No-Call list prior to making unsolicited consumer telephone calls.

8. Defendant voluntarily agrees to this Consent Judgment without trial or adjudication of any issue of fact or law and without any admission of any wrongdoings whatsoever. Plaintiff and Defendant agree that this Consent Judgment shall resolve all Kansas No-Call Act claims against Defendant, Inc., to the date of this Consent Judgment.

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. 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 of \$5,000.00 will be imposed for each subsequent violation.

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

11. 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.

12. Defendant agrees to pay \$5,000.00 in investigative fees to the "Office of the Attorney General" of the State of Kansas. Payment shall be made by cashier's check and shall be delivered to the Attorney General of the state of Kansas at the time of Defendant's signing this Consent Judgment.

13. Defendant also agrees to be enjoined from conducting business as a telemarketer within the state of Kansas for a period not to exceed sixty (60) months. The Defendant is enjoined from telemarketing on his own behalf or on behalf of another. The Defendant is also enjoined from acting as a telemarketer on behalf of the following, including, but not limited to, individuals, entities, corporations, associations or independent contractors.

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.

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, 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 pay all costs and investigative fees, solely , as set forth above, associated with this action.

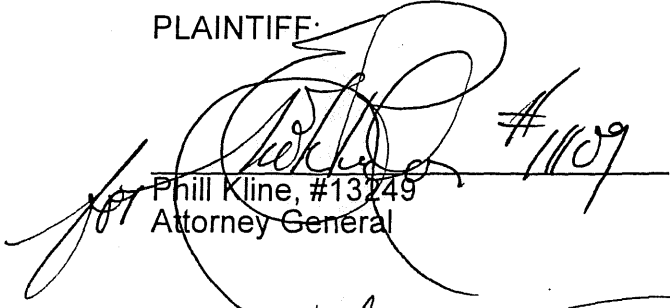
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Kansas Consumer Protection Act, and the provisions of K.S.A. §50-632 (b), the Court hereby approves the terms of the Consent Judgment and adopts the same as the order of the Court.


IT IS SO ORDERED

~~/s/~~
DISTRICT COURT JUDGE

Prepared and approved by:


PLAINTIFF:

 #1109
Phill Kline, #13249
Attorney General


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