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HARVEY COUNTY
KANSAS

Kevin Schumaker, #18921
Assistant Attorney General
Office of the Attorney General
120 SW 10th Street, 2nd Floor
Topeka, KS 66612-1597
(785) 296-3751

IN THE DISTRICT COURT OF HARVEY COUNTY, KANSAS

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

Plaintiff)

v.)

Case No.: 04CV53

EDDIE WRIGHT,)
d/b/a WRIGHT INDEPENDENT SERVICES)

Defendant.)

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

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this 13 day of Dec, 2004, the Petition for Approval of Consent Judgment comes before the Court pursuant to K.S.A. 50-632(b). The Plaintiff, the State of Kansas, *ex rel.* Phill Kline, Attorney General, appears by and through Kevin Schumaker, Assistant Attorney General. Defendant Eddie Wright d/b/a(hereinafter referred to as "Defendant") appears by and through counsel Daniel J. Severt.

WHEREUPON the parties advise the court that they have, as a strict compromise settlement only and not as an admission, stipulated and agreed to the following:

PARTIES, JURISDICTION AND VENUE

1. Phill Kline is the duly elected, qualified and acting 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 Eddie Wright, (hereinafter "Defendant") is an individual residing in the State of Kansas, and may be served with process at 615 E. 39th, Hutchinson, KS 67502. Defendant Wright was the individual dealing directly with the consumers at relevant times alleged herein.
4. Upon information and belief, Defendant conducted business under the name "Wright Independent Services" and is the sole proprietor of said business.
5. Defendant stipulates and admits that the Court has subject matter jurisdiction over this case and *in personam* jurisdiction over the parties.
6. Defendant stipulates and admits that venue is proper in this Court.
7. Defendant is a supplier within the definition of K.S.A. 50-624(j) (K.S.A. 2002 Supp.) and engaged in consumer transactions in Kansas within the definition of K.S.A. 50-624(c) (K.S.A. 2002 Supp.).

ALLEGATIONS

8. On April 1, 2003, Defendant, took advantage of Ms. Betz inability to reasonably protect her interests because her physical and/or mental infirmity in inducing the payment of \$245.00, all in violation of K.S.A. 50-627(b)(1).

9. On April 1, 2003, Defendant, induced Ms. Betz to enter into a consumer transaction that was excessively one-sided in favor of Defendant, in obtaining the payment of \$245.00, all in violation of K.S.A. 50-627(b)(5).
10. On or about April 1, 2003, Defendant, took advantage of Ms. Betz inability to reasonably protect her interests because her physical and/or mental infirmity in inducing the payment of \$3,400.00, all in violation of K.S.A. 50-627(b)(1).
11. On or about April 1, 2003, Defendant, induced Ms. Betz to enter into a consumer transaction that was excessively one-sided in favor of Defendant, in obtaining the payment of \$3,400.00, all in violation of K.S.A. 50-627(b)(5).
12. On April 2, 2003, Defendant, took advantage of Ms. Betz inability to reasonably protect her interests because her physical and/or mental infirmity in inducing the payment of \$1,600.00, all in violation of K.S.A. 50-627(b)(1).
13. On April 2, 2003, Defendant, induced Ms. Betz to enter into a consumer transaction that was excessively one-sided in favor of Defendant, in obtaining the payment of \$1,600.00, all in violation of K.S.A. 50-627(b)(5).
14. On April 4, 2003, Defendant, took advantage of Ms. Betz inability to reasonably protect her interests because her physical and/or mental infirmity in inducing the payment of \$800.00, all in violation of K.S.A. 50-627(b)(1).
15. On April 4, 2003, Defendant, induced Ms. Betz to enter into a consumer transaction that was excessively one-sided in favor of Defendant, in obtaining the payment of \$800.00, all in violation of K.S.A. 50-627(b)(5).

16. On April 9, 2003, Defendant, took advantage of Ms. Betz inability to reasonably protect her interests because her physical and/or mental infirmity in inducing the payment of \$1000.00, all in violation of K.S.A. 50-627(b)(1)
17. On April 9, 2003, Defendant, induced Ms. Betz to enter into a consumer transaction that was excessively one-sided in favor of Defendant, in obtaining the payment of \$1,000.00, all in violation of K.S.A. 50-627(b)(5).
18. On April 15, 2003, Defendant, took advantage of Ms. Betz inability to reasonably protect her interests because her physical and/or mental infirmity in inducing the payment of \$600.00, all in violation of K.S.A. 50-627(b)(1).
19. On April 15, 2003, Defendant, induced Ms. Betz to enter into a consumer transaction that was excessively one-sided in favor of Defendant, in obtaining the payment of \$600.00, all in violation of K.S.A. 50-627(b)(5).
20. Defendant, by entering into this Consent Judgment, makes no admission of liability as to any practice set forth above.
21. Consistent with the further terms hereof, Defendant agrees to this Consent Judgment without trial or adjudication of any issue of fact or law.

INJUNCTIVE RELIEF

22. Defendant agrees to refrain from, and to be permanently enjoined from, engaging in those acts and practices set forth in paragraphs eight (8) through twenty (21) herein and Defendant agrees that engaging in any such acts or similar acts, after the date of this Consent Judgment, shall constitute a violation of this Consent Judgment.

CONSUMER RESTITUTION

23. Defendant agrees to provide a full refund for consumer Mary Betz in the amount of \$7,045.00. Payment thereof shall be made through the Clerk of the District Court of Harvey County, Kansas, in a check made payable to the Clerk of the District Court of Harvey County, Kansas contemporaneously with the filing this Consent Judgment. Payment shall be made by cashier's check.

INVESTIGATIVE FEES AND CIVIL PENALTIES

24. Defendant agrees to pay to the "Office of the Attorney General" of the State of Kansas \$1,955.00 for investigation fees and expenses and civil penalties pursuant to K.S.A. 50-632 and 50-636 (K.S.A. 2002 Supp.). Payment thereof shall be made through the Clerk of the District Court of Harvey County, Kansas, in a check made payable to the Clerk of the District Court of Harvey County, Kansas contemporaneously with the filing this Consent Judgment, and may be included in the check referenced in Paragraph 23 above. Payment shall be made by cashier's check.
25. The Defendant further agrees that this judgment shall not be dischargeable in bankruptcy pursuant to the United States Bankruptcy Code, specifically 11 U.S.C. 523(a)(2)(A) and (a)(7).

OTHER PROVISIONS

26. The provisions of this Consent Judgment will be applicable to the Defendant, and every employee, agent or representative of the Defendant.
27. 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.

28. 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.
29. Compliance with this Consent Judgment does not relieve the 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 his jurisdiction.
30. 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 the Defendant nor shall the 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, which judgment shall be

satisfied in full upon the payment into the Clerk of the District Court of the amounts, totaling \$9,000.00, set forth in Paragraphs 23 and 24 hereof.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered against Defendant and in favor of Plaintiff in the amount of \$9,000.00.

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) (K.S.A. 2002 Supp.), the court hereby approves the terms of the Consent Judgment and adopts the same as the Order of the Court.

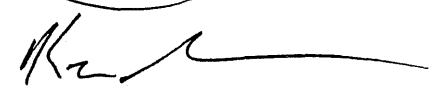
IT IS SO ORDERED.


DISTRICT COURT JUDGE

Approved by:

PLAINTIFF


PHILL KLINE, #13249
Attorney General


Kevin Schumaker, #18921
Assistant Attorney General
120 S.W. 10th Avenue, 2nd Floor
Topeka, Kansas 66612-1597
(785) 296-3751
Attorneys for Plaintiff

Eddie Wright

Eddie Wright
Defendant

Daniel J. Severt

Daniel J. Severt #08923
Severt & Severt
100 South Main Suite 400
Wichita, KS 67202
Attorney for Defendant