



2. The Attorney General's authority to bring this action is derived from statutory and common law of Kansas, specifically, the Kansas Consumer Protection Act, K.S.A. 50-623, *et seq*

3. Defendant Charles Robinson d/b/a The Vacuum Company ("Robinson" or Defendant) is a Kansas corporation with its principal place of business being located at 432 West 5<sup>th</sup> Street, Wahoo, Nebraska.

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). The nature of Defendant's business is selling and soliciting door-to-door to the residences of consumers for the purpose of selling vacuum cleaners, sweepers and related accessories.

5. Defendant admits that this Court has personal and subject matter jurisdiction over all matters and parties hereto.

6. On or about October 29, 2003, Defendant personally solicited the sale of a vacuum to Kansas consumers Eileen and Charles Shaughnessy at their residence.

7. Defendant had previously sold a vacuum to the Shaughnessys at that same residence within the last five years.

8. The Shaughnessys were, at all relevant times herein, "elder persons" as defined by K.S.A. 50-676(a).

9. On or about November 6, 2003, Defendant personally solicited the sale of a vacuum to Kansas consumer Thelma Mace at her residence.

10. Mrs. Mace was, at all relevant times herein, an "elder person" as defined by K.S.A. 50-676(a).

11. In soliciting and consummating the consumer transactions identified above, Defendant violated the Kansas Consumer Protection Act in the following manner:

a) K.S.A. 50-626(b)(3) - Defendant presented and used written contracts which fail to disclose a material fact in that they do not disclose the purchase price of the vacuum being sold; and

b) K.S.A. 50-640(b)(6) - In connection with the Mace transaction, Defendant misrepresented to the consumer her right to cancel the transaction by leading her to believe that the oral notification given on her behalf prior to expiration of the time to tender written notification of cancellation would be sufficient to toll the time limit to submit such written notification;

12. Defendant agrees to this Consent Judgment without denying the findings above and stipulates to their entry without trial or adjudication of any issue of fact or law. In consideration thereof, Plaintiff has agreed to this Consent Judgment and moves to dismiss any other claim of willful violation of the Act.

13. In further consideration of resolving this lawsuit as set forth herein, Defendant agrees to be permanently enjoined from conducting any business in Kansas that involves door-to-door solicitations or sales as defined by K.S.A. 50-640(c)(1). Defendant agrees that engaging in acts in violation of the injunction shall constitute a violation of this Order and hereby stipulates, in that event, to civil penalties of \$10,000.00 per violation.

14. Plaintiff agrees to dismiss its request for civil penalties in the amount of \$10,000 per violation and to further dismiss its request for investigative fees and expenses.

15. Defendant shall, within 30 days of the entry of this judgment, provide to consumers Mace and the Shaughnessys a Kirby vacuum cleaner of like or better quality than they had prior to entering into the transactions described herein. Failure to make the delivery shall result in the entry of judgment in the amount of \$765 as restitution to the Shaughnessys and \$865 as restitution to Mace.

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

17. 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.

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 hereof.

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 this Consent Judgment preclude the Attorney General from taking appropriate legal action to enforce civil or criminal statutes under his jurisdiction. Defendant further understands that nothing in this Consent Judgment shall preclude the Attorney General from taking further action against Defendant in operating this or any other program upon belief that the program is being promoted or operated in a fashion that otherwise violates the law.

21. 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. 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 which the Attorney General now has in its possession and believes forms the basis for a violation of this 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.

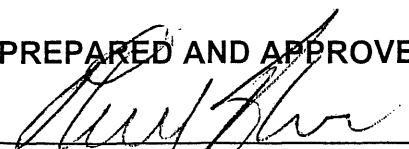
**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** that the stipulations and agreements of the parties contained herein are adopted and approved as the findings of fact and conclusions of law of the Court. In the event Defendant fails to deliver the property ordered herein to the consumers, Plaintiff shall serve notice upon Defendant of its request to have the restitution amounts ripen into judgment and, absent an objection being filed by Defendant within thirty days thereafter, such amounts shall become the judgment of this Court and Plaintiff shall submit an order reflecting the same that may be entered without further notice to Defendant.

**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.**

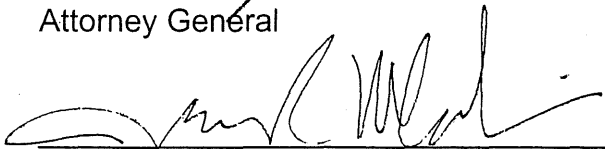
JS  
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Judge of the District Court

PREPARED AND APPROVED BY:



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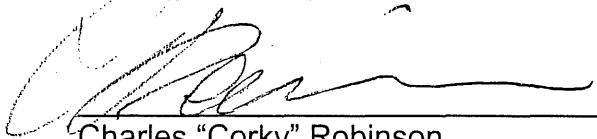
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APPROVED BY:



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