

EMERGENCY CLERK

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IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS
DIVISION -7

STATE OF KANSAS, *ex rel.*
CARLA J. STOVALL, Attorney General,

Plaintiff,

vs.

SHAWN SCHNEIDER d/b/a
S & N AUTO,

Defendant.

Case No. 96 CV 226

JOURNAL ENTRY OF CONSENT JUDGMENT

NOW on this ____ day of February, 1996, the plaintiff's petition for approval of consent judgment comes before the court for consideration under K.S.A. 1991 Supp. 50-632(b). The State of Kansas, *ex rel.* Carla J. Stovall, Attorney General, appears by and through Robert E. Hiatt, Assistant Attorney General. The defendant appears *pro se*.

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

1. Carla J. Stovall is the Attorney General of the State of Kansas.
2. Defendant is a partnership. Defendant's business is located at 603 Main, Summerfield, Kansas 66541. The defendant enters its voluntary general appearance. The defendant admits the court has jurisdiction over the parties and the subject matter.
3. The Attorney General alleges and the defendant admits that the following acts and practices by the defendant are violations of the Kansas consumer protection act and are deceptive

and unconscionable:

A. On or about 9/27/95 defendant Shawn Schneider d/b/a S & N Auto offered to sell Robert M. and Susan M. Parmenter a 1995 Ford Mustang VIN 1FALP40425F256391.

B. Defendant represented to the Parmenters that the 1995 Ford Mustang had been in a minor fender bender and the total damage to the car was less than \$500.00.

C. On or about 6/25/95 the 1995 Ford Mustang (see VIN above in paragraph 3(a)) had been involved in an auto accident at Highway 350 and 63rd Street in Kansas City, Missouri and suffered in excess of \$5,893.23 worth of damage. (see attached Exhibits "A" and "B").

D. Shawn Schneider caused repairs to be made on the Mustang.

E. Shawn Schneider d/b/a S & N Auto willfully misrepresented and/or concealed the material particulars, or the nature of the actual damage done to the 1995 Ford Mustang sold to Parmenters.

F. The Parmenters purchased the 1995 Mustang from S & N Auto a/k/a Shawn Schneider for a total of \$14,655.10 (see attached Exhibit "C").

4. The defendant voluntarily admits and stipulates to the facts set out above as a basis for liability and agrees to this consent judgment without trial or adjudication of any issue of fact or law.

5. The provisions of this consent judgment will be applicable to the

defendant, and every employee, agent or representative of the defendant.

6. The defendant agrees to make available and/or disclose the provisions of this consent judgment to their employees, agents and representatives.

7. The defendant agrees to refrain from and to be enjoined from engaging in all acts and practices alleged by the State of Kansas to be deceptive and unconscionable, in paragraph number three.

8. The defendant agrees to resolve all consumer complaints currently on file with the Attorney General's Office to the satisfaction of the Attorney General within thirty (30) days of the date of this consent judgment.

9. The defendant agrees to resolve all consumer complaints to the satisfaction of the Office of the Attorney General after the date of this consent judgment whether brought to defendant's attention by the State of Kansas or by consumers complaining directly to the defendant. Defendant shall apprise the State of Kansas, through the plaintiff, in a simple and concise manner, of the disposition of those complaints and disputes within thirty (30) days after resolved.

10. The defendant shall not enter into, form, organize or reorganize into any partnership, corporation, sole proprietorship or any other legal structures, for the purpose of avoiding compliance with the terms of this consent judgment.

11. The defendant is ordered to pay \$1,000.00 in investigation fees and expenses to the Attorney General of the State of Kansas and \$500.00 civil penalty to the State of Kansas.

12. The defendant agrees to allow the Attorney General to inspect relevant business records in the future.

13. The defendant is ordered to "buy back" the 1995 Ford Mustang from the Paramenters for \$14,655.10 plus all collateral charges including insurance from October 6, 1995 to March 3, 1995 in the amount of \$340.19 and the first two months of interest on

the loan obtained by the Parmenters, in the amount of \$382.99, less a loan payment made by S & N Auto for the months of January in the amount of \$310.00 for a total amount of \$15,068.29.

14. Upon receipt of \$14,655.00 from the defendant the Parmenters will return the automobile to the defendant.

15. The defendant agrees to pay all court costs and filing fees.

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 the court.

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.

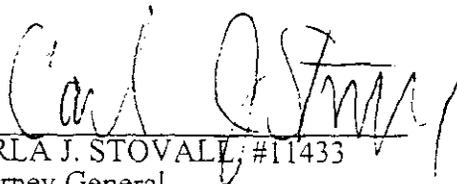
IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the defendant will pay all court costs and filing fees.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that judgment is entered against Shawn Schneider d/b/a S & N Auto in the amount of \$16,568.29.

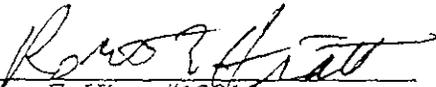
IT IS SO ORDERED.

DISTRICT COURT JUDGE

Approved by:



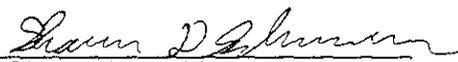
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Attorneys for plaintiff

S & N AUTO

By : 
Shawn Schneider

Title: Owner

Defendant